DOCUMENT RESUME

ED 322 948 JC 900 437

TITLE	Selected Collective Bargaining Agreements of Nebraska Two-Year Colleges.
INSTITUTION	National Education Association, Washington, D.C.
PUB DATE	89
NOTE	100p.; Part of a collection of collective bargaining agreements compiled by the National Education Association. For a related document, see ED 294 607.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC04 Plus Postage.
DESCRIPTORS	*Collective Bargaining; College Governing Councils; Community Colleges; *Contracts; Employment Practices; *Faculty College Relationship; Faculty Promotion; Faculty Work Load; Fringe Benefits; Grievance Procedures; Insurance; Leaves of Absence; *Negotiation Agreements; Retirement Benefits; Salaries; Teacher Employment; Teacher Strikes; Two Year Colleges; Unions
IDENTIFIERS	National Education Association; *NEA Contracts; *Nebraska

ABSTRACT

This collection of collective bargaining agreements contains contracts between four Nebraska two-year institutions and their faculty. The first agreement is between the Area Board of the Metropolitan Technical Community College Area and the Metropolitan Technical Community College Educational Association, covering the period from 1989-90 to 1990-91. The second agreement is between the Central Community College Board of Governors and the Central Community College Education Association, covering the contract year 1988-89. The third agreement is between the Mid-Plains Technical Community College Area Board and the Mid-Plains Education Association, covering the period between 1989-90 and 1990-91. The final agreement is between the Southeast Community College Board of Governors and the Southeast Community College Faculty Association, covering the period between 1989-90 and 1990-91. With some variation in coverage and detail, the contracts set forth provisions related to grievance procedures, terms of employment, insurance, salaries, fringe benefits, and leaves of absence. (JMC)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

ED322948

Selected Collective Bargaining Agreements of Nebraska Two-Year Colleges

Part of a collection of collective bargaining agreements compiled by the National Education Association

JC 900437

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

☒ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

BEST COPY AVAILABLE

NE

STATEMENT OF POLICY
IN RESPECT TO
FULL-TIME INSTRUCTORS, VOCATIONAL EVALUATORS, COUNSELORS
SPECIAL NEEDS COUNSELORS AND CAREER AWARENESS LEADERS

1989-90 and 1990-91

Area Board of the Metropolitan Technical Community College Area

and the

Metropolitan Technical Community College Education Association

8/15/89 - 6/30/91

STATEMENT OF POLICY
IN RESPECT TO
FULL-TIME INSTRUCTORS, VOCATIONAL EVALUATORS, COUNSELORS
SPECIAL NEEDS COUNSELORS AND CAREER AWARENESS LEADERS
1989-90 and 1990-91

This Statement of Policy approved by the Area Board of the Metropolitan Technical Community College Area, hereinafter called the "Board" by its resolution dated the 15th day of August 1989.

1. RECOGNITION OF MTCCEA

As certified by the Court of Industrial Relations (currently entitled the Commission of Industrial Relations) in its Certification Order dated August 24, 1976, the Board hereby recognizes that the Metropolitan Technical Community College Education Association (hereinafter "Association") as the exclusive collective bargaining agent for those professional employees who are covered by this Statement of Policy.

2. EMPLOYEES COVERED BY THIS STATEMENT

The employees covered by this Policy Statement are: All full-time employees of the Metropolitan Technical Community College Area receiving annual Notice of Employment and holding full-time positions as Instructor, Counselor, Vocational Evaluator or Campus Librarians as defined and certified by the Court of Industrial Relations (currently entitled the Commission of Industrial Relations) (Case No. 167, Representation Case No. 48) of June 2, 1976 as amended by order dated June 9, 1976 without regard to whether they were employed on June 8, 1976. Special Needs Counselor shall be deemed to mean Counselor, and Career Awareness Leader shall be deemed to mean Vocational Evaluator within the meaning of said certification order. At date, the College has no Campus Librarians. No other employees of the College Area shall be covered hereby.

3. BOARD PREROGATIVES AND RIGHTS RESERVED

Matters of policy shall at all times remain the prerogative solely of the Board, and the Board at all times reserves and retains for itself, and/or its president and agents, the full right, authority, and discretion, in the proper discharge of its duties and responsibilities, to control, supervise, and manage the College and its professional staff; to determine and administer educational policy, curriculum, and the calendaring thereof; to in all respects operate the College and to direct the professional staff, and otherwise retains all right, authority, and discretion which is by law or otherwise vested in the Board. The enumeration of certain retained rights in this paragraph shall in all instances be taken as being by way of illustration but not by way of limitation. The exercise or non-exercise of rights and prerogatives herein reserved shall not be grievable; provided, however, this provision shall not be construed to in any way limit a right to grieve arising by reason of a violation of the specific provisions of any other paragraph of this Statement of Policy that is grievable.

4. GRIEVANCE PROCEDURE

There is hereby adopted the following procedure for handling grievances arising under this Statement of Policy.

I. Definitions.

(1) A "grievance" is a formal allegation by an employee covered by this statement ("grievant") that he/she has been adversely affected by a violation of the specific provisions of this Statement of Policy. Any matters not specifically provided for by the provisions of this Statement of Policy shall not be subject to the grievance procedure herein provided. Any policies, rules or procedures of the College Area or its Board of Governors as set forth in the rules, regulations, administrative procedures, Professional Personnel Handbook or other writings of the College Area or its Board of Governors shall not be covered by or affected by this Statement of Policy or subject to the grievance procedure herein set forth, except to the extent same are specifically set forth in this Statement of Policy. The Association may lodge its grievance hereunder in respect to those matters set forth in Subparagraph III hereof. Two or more employees covered by this Statement may join in a common grievance in accordance with the provisions of Subparagraph IV hereof.

(2) The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the College to adjust grievances.

(3) A "day" is a calendar day.

II. Procedure.

(1) Level I (Informal Level). Recognizing that grievances should be raised and resolved promptly, a grievance shall be raised within ten (10) calendar days after the occurrence of the act or omission giving rise to the grievance; provided however, if the grievant could not have reasonably gained knowledge of the occurrence of such act or omission within said ten (10) calendar day period, then the grievance shall be raised within ten (10) calendar days from the date the grievant could have reasonably gained knowledge thereof, but in no event more than forty-five (45) calendar days from the occurrence giving rise to the grievance. A grievance shall be raised by the grievant's requesting within the aforedescribed period for raising the grievance an informal conference with the grievant's immediate supervisor. The immediate supervisor shall respond orally within seven (7) calendar days of the informal conference. No written record of the matter shall be placed in the official personnel file of the grievant if the grievance is thus resolved at the informal level. Both grievant and the immediate supervisor are encouraged to attempt to resolve grievances without representation at the Informal Level (Level I). However, by mutual agreement of both parties, either or both parties may

be represented at this level. If the grievant is not satisfied with the response of his or her immediate supervisor, or if immediate supervisor fails to respond within seven (7) calendar days of the informal conference, the grievant may appeal the matter to the formal level.

(2) Level II. If the matter shall not have been resolved at the informal level, the grievant may invoke the formal grievance procedure. To do so, the grievant shall within five (5) calendar days after receiving the informal response of his/her immediate supervisor (or within ten (10) calendar days after the informal conference if there be no response from the immediate supervisor) file a formal written statement of the grievance with his Division Chairperson, as appropriate. The statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal level, a reference to the specific provision of this Statement of Policy violated and the specific remedy sought. Within seven (7) calendar days of the receipt of the formal written grievance, the appropriate office with which the grievance is filed shall respond with a written decision of the grievance, and shall cause to be placed a copy of the grievance and the response thereto in the official personnel file of the grievant.

(3) Level III. If the grievant is not satisfied with the disposition of his/her case at Level II, the grievant may file a written appeal to his/her Vice President, as appropriate, within five (5) calendar days of receipt of the written decision rendered at Level II. The written appeal shall include a copy of the original written grievance, the decision rendered, and a clear, concise statement of the reason for the appeal. Within five (5) calendar days of his/her receipt of the written appeal, the Vice President shall set a date for a meeting and notify the grievant and grievant's Division Chairperson and the meeting shall be scheduled to be held within ten (10) calendar days after receipt of the written appeal by the Vice President, as appropriate. The Vice President, as appropriate, shall thereafter within seven (7) calendar days communicate his/her decision in writing to the grievant and to the person rendering the written decision in Level II and shall cause to be placed a copy of the appeal and his/her decision in the official personnel file of the grievant.

(4) Level IV. If the grievant is not satisfied with the dispositon of the case at Level III, he/she may file a written appeal to the President within five (5) calendar days of receipt by the grievant of the decision rendered by the Vice President at Level III. The written appeal shall include a copy of the original written grievance and the appeals and decisions rendered at Levels II and III, together with a clear, concise statement of the reason for the appeal to the President. The President, or his/her designee, in his/her discretion, may within seven (7) calendar days after receiving the appeal, request a personal conference with the grievant. Within seven (7) calendar days after said conference, or within seven (7) calendar days after

his/her receipt of the appeal if he/she does not request a personal conference, the President, or his/her designee, shall make his/her written decision and notify the grievant and his/her Vice President, as appropriate, of his/her decision. A copy of this appeal and the decision of the President, or his designee, shall be placed in the official personnel file of the grievant.

(5) Level V. If the grievant is not satisfied with the disposition of his/her case at Level IV, he/she may file a written appeal to the Board of Governors of the Metropolitan Technical Community Area within five (5) calendar days of receipt by grievant of the decision rendered by the President, or his designee, and may also request a hearing by the Board. The written appeal shall include a copy of the original written grievance, and the appeals and decisions at all preceding levels, together with a clear, concise statement of the reason for the appeal to the Board. The Board, at its sole discretion, may elect to review or not to review the case. If it elects to review the case it may, in its discretion, review same solely on the basis of the record of the prior proceedings of the case or it may call the case before the Board for a full or partial hearing, in which event the grievant shall appear at said hearing and respond to any questions the Board may have in the matter. No later than the second regular meeting of the Board following the lodging of the appeal with the Board, the Board shall determine whether it will accept and decide the appeal and shall notify the grievant and the President of its decision in this respect. Within ten (10) calendar days thereafter, the Board shall render its decision if same is to be based upon the prior record of the case or shall schedule a hearing if the case is to be determined on the basis of a full or partial hearing, said hearing to be held within ten (10) calendar days thereafter. In the event of such a hearing the Board shall render its decision within five (5) calendar days after the conclusion of such hearing. A copy of the appeal and the Board's decision shall be placed in the official personnel file of the grievant. The Board's decision on the matter, or its decision not to hear and decide the matter, whichever the case may be, shall be final under the grievance procedure. If the matter involved is one over which the Nebraska Commission of Industrial Relations is by statute given jurisdiction, the grievant may appeal same by filing a petition with said court within twenty (20) calendar days after rendition of the Board's decision or within such different time as may be specifically prescribed by statute.

III. Association's Grievances.

The Association shall have the right to have any alleged violation of the provisions of this Statement of Policy included herein for its sole and direct benefit as an entity (as distinguished from a benefit or provision for the employees covered by this Statement of Policy) reviewed as a grievance hereunder. By way of example, the provisions of Paragraph

14-A hereof dealing with Payroll Deductions for Association Dues is a provision included herein for the Association's sole and direct benefit. In respect to any such grievance by the Association, the procedure set forth in Subparagraph II above, shall be used except that the written grievance shall in the first instance be filed at Level III with the appropriate Vice President or other designee of the College. The Association shall have no right to aggrieve in its own name any alleged violation other than one for its sole and direct benefit as an entity, as aforeprovided.

IV. Common Grievances

In the event that more than one employee covered by this Statement of Policy allegedly suffers a "common grievance" as hereinafter defined, and their individual and separate grievances shall have not been satisfactorily disposed of at the informal level (Level I), then, in such event, they may combine their grievance in one written grievance signed by each of them for the purposes of review through the formal levels of the grievance procedure (Level II through V). The term "common grievance" as herein used shall mean an alleged violation of the same provision of this Statement of Policy and without the existence of distinguishing circumstances or application, the determination of which shall be mutually made by the grievants, or their representative, and the Personnel Director, or other designee, of the College. The purpose of any such mutual determination of the nonexistence of distinguishing circumstances or application shall be solely the expediting of the grievance procedure and same shall not be deemed a finding or binding upon either the College Area or the grievants in the acutal disposition of the cases involved. Either the College Area or the grievants (or their representative) may request that grievances be combined under the provisions of this Paragraph. Subject to a determination of the existence of a "common grievance" as aforeprovided, similar grievances may be combined at the lowest administrative level common to all grievants involved.

V. Employee Representation.

Except as provided in Section II-(I) (Informal Level), any grievant may be represented at any or all stages of the grievance procedure by himself or, at his option, by one attorney or one other representative of his own choosing; any such representation shall be at grievant's own expense. When the chosen representative is the Association, the Association shall receive copies of all decisions and notices of hearings affecting the case and shall have the right to have one of its members present at all conferences and hearings. When the chosen representative is an attorney-at-law, the grievant may also have an Association representative or one other non-legal representative present at any level at which the Board's representation will number two or more.

VI. Time Limitations.

The following rules shall govern as to time limitations.

(1) Extension of time. The time limitations specified for either the grievant or the College Area may be extended by written mutual agreement. Such extension of time on the part of the College Area must be approved by the President, or his designee, for Levels I through IV and by the Board at Level V.

(2) Effect of failure to aggrieve or to appeal within time specified.
Failure to raise a grievance within the time prescribed shall be considered a waiver of the grievance. A decision at one level not appealed to the next level of the procedure within the time limit specified, shall be determined settled on the basis of the last decision rendered.

(3) Effect of failure to respond within time limit. Failure at any level of the grievance procedure to initiate communications of a decision to the grievant within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated on the final day specified therefore.

VII. Miscellaneous Provisions.

(1) Avoiding interruptions. This procedure shall not be construed to permit interruptions of classroom activity or to authorize the involvement of students at any stage of the procedure. In circumstances where the only witness(es) available to prove or disprove the existence of a fact is a student(s), then in such case the student(s) may be a witness.

(2) Informal discussion. Nothing contained herein shall be construed as limiting the right of the grievant at any time or at any level to discuss the matter informally with the appropriate supervisor/administrator of the College and have the grievance informally adjusted.

(3) Separate statutory remedies. In respect to any alleged violations of statutory right pursuant to which a statutory procedure is provided for the relief from or protection of said right, such statutory procedure shall be the exclusive procedure and shall preempt this grievance procedure and shall be used in lieu hereof.

(4) Hearings and Conferences closed. All hearings and conferences under this procedure shall be conducted in closed sessions and shall include the person or body conducting the hearing or conference, the grievant, the grievant's designated representative(s), personnel of the College Area who are involved, witnesses, and the College Area's representative.

(5) Time extended by reason of hospitalization. If on the date that a grievance must be lodged, an appeal taken or the response or decision of an administrator (including an immediate supervisor) must be given, the person required hereunder to do so is hospitalized, then, the prescribed time for taking such action shall not be deemed to have commenced to run until the day following the last day of his/her hospitalization.

(6) Grievance procedures for other matters. The Board reserves and retains to itself the right to adopt and implement one or more grievance procedures in respect to any and all matters not specifically covered by this Statement of Policy, with terms and provisions as it shall in its sole discretion determine to be appropriate.

(7) Administrative designees. During such times as any administrator (including an immediate supervisor) is incapacitated or may otherwise be absent from the campus for a period of time, the President of the College Area may designate someone of the same or higher managerial level in his/her place and stead to do all things required to be performed by him/her under this grievance procedure.

(8) Costs. The grievant shall pay his/her own costs and attorneys' fees or other representation fees and the College Area shall have no liability in respect thereto. Similarly, the College Area shall pay its own costs and attorneys' fees or other representation fees and the grievant shall have no liability in respect thereto.

5. APPOINTMENTS

(A) Nine-Month Faculty. Appointments to the nine-month faculty of the College shall conform to the nine-month academic year as determined by the Board except as otherwise may be provided within the appointment. Nine-month faculty shall have a 177 day contract and shall receive no holiday pay or annual leave. For all full-time faculty members holding 177 day contracts who are offered and elect to teach their regular assigned quarter off, be it the summer, fall, winter or spring quarter, compensation for a full teaching load will be calculated at .29 of the annual contract salary, but without accrued leave or other fringe benefit in addition to that provided for the 177 day contract. Compensation for assignments less than a full load shall be prorated in the ratio of ECH's taught to the number of ECH's then constituting a full load.

(B) Twelve-Month Faculty. Appointments for twelve-month faculty shall conform to the College's fiscal year beginning July 1 and ending June 30. Twelve-month faculty shall have a 232-day contract and shall receive no holiday pay or annual leave.

(C) Vocational Evaluators, Career Counselors, Special Needs Counselors and Career Awareness Leaders. Appointments for Vocational

Evaluators, Career Counselors, Special Needs Counselors and Career Awareness Leaders referred to as "support staff" shall conform to the College fiscal year beginning July 1 and ending June 30, and shall have a 232 or 177 working day contract and shall receive no holiday pay or annual leave.

(D) Grants or Programs with Different Funding Years. In case of positions funded by grants or programs with a different period of funding than the normal academic or fiscal year, then the Board, at its discretion, may designate a personnel contract year consistent with the funding period of the grant or program.

6. APPOINTMENT PROPOSALS AND NOTICES OF APPOINTMENT

The Board shall make appointments to the faculty and support staff of the College upon the recommendation of the President of the College. In making his/her proposal of appointment, the President shall submit to the Board the appropriate Appointment Proposal then in use by the College Area and approved by the Board.

If the Board shall act favorably upon the proposal, the President shall be authorized to sign on behalf of the College and to extend to the proposed appointee, for his or her signature, the appropriate Notice of Appointment then in current use by the College Area and approved by the Board.

Said form of Appointment Proposal and form of Notice of Appointment shall contain such terms and conditions as may be deemed appropriate by the Board; provided however, there shall be no terms or conditions included therein which are contrary to any of the express provisions of this Statement of Policy applicable to said appointments.

7. CRITERIA FOR ESTABLISHING SALARY OF FACULTY AND SUPPORT STAFF INITIAL APPOINTMENT

I. Recommendations for the initial appointment of nine-month faculty and support staff shall be based upon the following concepts and criteria as set forth below.

I. The first consideration shall be application of the minimum criteria applicable to the particular faculty group or support group and particular level, which shall be as follows:

SUPPORT STAFF

MINIMUM CRITERIA FOR INITIAL APPOINTMENT
AND SUBSEQUENT PROMOTION

GROUP I
Career Awareness leaders
Vocational Evaluators

CRITERIA	LEVEL I	LEVEL II			LEVEL III		
		A	B	C	A	B	C
1. Job Performance	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations
2. College Training*	Bachelor's Degree	Master's with minimum 18 graduate semester hours in career field	Bachelor's plus 15 graduate hours in a planned program	Bachelor's Degree	Master's plus 24 graduate semester hours with minimun 36 graduate semester hours in career field	Master's plus 15 graduate semester hours with minimum 24 graduate semester hours in career field	Master's plus 9 graduate semester hours with minimum 18 graduate semester hours in career field
3. Related occupational experience	2 Years	2 Years	2 Years	4 Years	2 Years	2 Years	2 Years
4. Total years of professional work experience as that engaged in at MTCC.	None	2 Years	4 Years	4 Years	6 Years	8 Years	9 Years
5. Amount of four above at MTCC.	None	None	2 Years	3 Years	None	2 Years	3 Years

* For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.

I. The first consideration shall be application of the minimum criteria applicable to the particular faculty group or support group and particular level, which shall be as follows:

SUPPORT STAFF

MINIMUM CRITERIA FOR INITIAL APPOINTMENT
AND SUBSEQUENT PROMOTION

GROUP II.

Career Counselors
Special Needs Counselors

CRITERIA	LEVEL I	LEVEL II			LEVEL III		
		A	B	C	A	B	C
1. Job Performance	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations
2. College Training*	Master's with minimum 18 graduate semester hours in career field	Master's plus 24 graduate semester hours with minimum 36 graduate hours in career field	Master's plus 15 graduate semester hours with minimum 27 graduate semester hours in career field	Master's Degree	Specialist plus 24 graduate semester hours with minimum 48 graduate semester hours in career field	Master's plus 36 graduate semester hours with minimum 42 semester hours in career field	Master's plus 27 graduate semester hours with minimum 3 graduate semester hours in career field
3. Related occupational experience as that engaged in at MTCC.	None	None	None	2 Years	None	None	None
4. Total years of professional work experience as that engaged in at MTCC.	None	2 Years	4 Years	4 Years	6 Years	8 Years	10 Years
5. Amount of four above at MTCC.	None	None	2 Years	3 Years	None	2 Years	3 Years

* For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.

MINIMUM CRITERIA BY LEVEL FOR INITIAL APPOINTMENT
AND SUBSEQUENT PROMOTION
FOR
GROUP I TEACHING FACULTY

GROUP I TEACHING FACULTY:

Accounting	English	Humanities	Physical Education
Agriculture	Fine Arts	Mathematics	Reading
Communications	Geography	Management	Social Sciences
Education	Human Services	Natural Sciences	

CRITERIA	LEVEL I	LEVEL II			LEVEL III			LEVEL IV		
		A	B	C	A	B	C	A	B	C
1. Job Performance	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations
2. College Training*	Master's with min. 18 grad. sem. hours in career field	Master's plus 24 grad. sem. hours with min. 36 grad. sem. hours in career field	Master's plus 15 grad. sem. hours with min. 27 grad. sem. hours in career field	Master's Degree	Specialist plus 24 grad. sem. hours with min. 48 grad. sem. hours in career field	Master's plus 36 grad. sem. hours with min. 42 grad. sem. hours in career field	Master's plus 27 grad. sem. hours with min. 39 grad. sem. hours in career field	Doctor's with min. 54 grad. sem. hours in career field	Doctor's with min. 54 grad. sem. hours in career field	Master's plus 60 grad. sem. hours with min. 48 grad. sem. hours in career field
3. Related Occupational Experience	None	None	None	None	None	None	None	None	None	None
4. Total Yrs. Teaching Experience	None	2 Years	4 Years	6 Years	6 Years	8 Years	10 Years	15 Years	10 Years	16 Years
5. Teaching Experience at MTCC.	None	None	2 Years	3 Years	None	2 Years	3 Years	None	4 Years	5 Years

* For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.

MINIMUM CRITERIA BY LEVEL FOR INITIAL APPOINTMENT
AND SUBSEQUENT PROMOTION
FOR
GROUP II TEACHING FACULTY

GROUP II TEACHING FACULTY:

Art
Banking & Finance
Child Care
Clerical & Secretaria Related Courses
Commercial Art
Computer Technologies
Culinary Arts
Drafting Technologies
Electronic Technologies
Engineering Technologies
Fashion Merchandising
**Health Occupations (See below)
Home Economics & Related Courses
Horticulture
Hotel/Restaurant Technologies
Insurance Claim Examiner
Interior Design
Law Enforcement
Legal Assistant
Photography
Postal Management
Private Security
Real Estate
Sign Language Skills

CRITERIA	LEVEL I	LEVEL II			LEVEL III			LEVEL IV		
		A	B	C	A	B	C	A	B	C
1. Job Performance	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations
2. College Training*	Bachelor's with major in career field	Master's with min. 18 grad. hours in career field	Bachelor's plus 15 grad. sem. hours in a planned program	Bachelor's Degree	Master's plus 24 grad. sem. hours with min. 36 grad. sem. hours in career field	Master's plus 15 grad. sem. hours with min. 24 grad. sem. hours in career field	Master's plus 9 grad. sem. hours with min. 18 grad. sem. hours in career field	Specialist plus 24 grad. sem. hours with min. 48 grad. sem. hours in career field	Specialist plus 36 hours with min. 42 grad. sem. hours in career field	Specialist plus 18 grad. sem. hours with min. 36 grad. sem. hours in career field
3. Related Occupational Experience	2 Years	2 Years	2 Years	4 Years	2 Years	2 Years	2 Years	2 Years	2 Years	2 Years
4. Total Yrs. Teaching Experience	None	2 Years	4 Years	4 Years	6 Years	8 Years	9 Years	15 Years	10 Years	12 Years
5. Teaching Experience at MTCC.	None	None	2 Years	3 Years	None	2 Years	3 Years	None	4 Years	6 Years

* For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.

** Refer to Page 17, Section 10 of this document. A list of the names of Teaching Faculty members who opted to have the promotional requirements of Group III Teaching Faculty rather than Group II Teaching Faculty applicable to them is maintained in the Office of Personnel and Employee Relations.

MINIMUM CRITERIA BY LEVEL FOR INITIAL APPOINTMENT
AND SUBSEQUENT PROMOTION
FOR
GROUP III TEACHING FACULTY

GROUP III TEACHING FACULTY

Air Conditioning, Refrigeration & Heating
Automotive Technologies
Building Maintenance
Construction Technologies
Graphic Arts (includes Printing)
Industrial Maintenance
Precision Machine Technologies
Welding

CRITERIA	LEVEL I	LEVEL II			LEVEL III			LEVEL IV		
		A	B	C	A	B	C	A	B	C
1. Job Performance	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations	Good recommendations
2. College Training*	None	Associate with major in career field	One year of college	Bachelor's	Bachelor's with major in career or related field	Associate plus 30 sem. hours in planned program	Associate with major in career field	Master's in career or related field	Bachelor's plus 15 grad. sem. hours with major in career or related field	Bachelor's with major in career or related field
3. Related Occupational Experience	8 Years	6 Years	8 Years	6 Years	6 Years	8 Years	8 Years	6 Years	8 Years	8 Years
4. Total Yrs. in Teaching Experience	None	2 Years	4 Years	4 Years	6 Years	7 Years	8 Years	12 Years	10 Years	12 Years
5. Teaching Experience at HTCC.	None	None	2 Years	3 Years	None	1 Year	2 Years	None	4 Years	6 Years

* For promotion purposes only, semester hours in approved graduate level vocational education courses and graduate level adult education courses offered by an accredited university may be substituted for semester hours in career field.

20

22

II. In each case, the following three basic concepts shall be applied:

A. Placement in a specific grade entitles the employee to the base salary for such level as set forth in the "Faculty/Support Staff Salary Schedule" attached hereto as Appendix "A".

B. Provision is made for additional qualifications beyond those used in level placement, in accordance with the following:

1) Appendix "B" attached hereto in the case of teaching faculty.

2) Appendix "C" attached hereto in the case of support staff.

These qualifications may be applied individually or in combination, so long as base salary together with compensation for additional qualification does not exceed the "Limit for Initial Appointment" for the level concerned as set forth in Appendix "A".

C. There is provision for qualitative evaluation and the assignment of an additional amount in the basic salary determination in those cases where it can be justified, such as in the case of unique competence or criticality of skill. Compensation for factors under this concept "C" together with those of concepts "A" and "B" shall in no event in the aggregate result in a total salary exceeding the "Limit for Initial Appointment" for the level concerned as set forth in Appendix "A", provided however, the President may, in unusual cases, waive the limit to the extent of all or a part of the compensation resulting from application of this concept "C".

The application of concept "B" can be made by the Division Chairperson or Administrator initiating the recommendation in conference with the applicant (proof of qualifications must be furnished.)

Any recommendation for the application of concept "C" must be made in writing to the appropriate Vice President and supported in writing by appropriate information of qualitative nature. The Vice President shall evaluate each recommendation and make a determination as to the amount, if any, that will be applied to the base salary offered under these provisions for recommendation to the President. The determination of whether a critical skill allowance is appropriate and the amount thereof is solely within the Board's hiring prerogative.

The appropriate proposal for appointment form shall be utilized in determining the faculty salary proposal for each applicant. This form shall be forwarded with the appropriate recommendations and will be included in the applicant's personnel file if he or she is employed.

Recommendations for the initial appointment of twelve-month faculty and support staff shall be based upon the nine-month concepts and criteria, but with the derived nine-month salary multiplied by 1.3107 to provide a twelve-month salary.

The Board's formal action in approving or ratifying appointments, including those made under criticality of skill, shall be made in an open meeting of the Board or an open meeting of a committee or subcommittee of the Board to which such matters are referred.

8. ACADEMIC WORK WEEK

As used herein, the term "academic week" shall mean those hours of the day and those days of the calendar week during which the College determines that classes shall be offered, faculty office hours shall be kept and/or the services of faculty shall otherwise be made available to the College and its students.

The "academic work week" of each faculty member shall consist of thirty-five (35) hours for teaching faculty and forty (40) hours for support staff as designated in the current Faculty Assignment Document dated August 1, 1985, (Appendix F) assigned by the College within the academic week, during which the faculty member's presence is required on campus or other premises designated by the College for classroom instruction, posted office hours, or other assigned on-campus duty. The College, by the nature of its educational mission, the students it serves and the hours of which it must provide class offerings cannot operate within a limited work day or on a fixed or limited schedule of hours. Accordingly, an employee's assigned hours of work within the academic week may vary as to time and duration each day depending upon a number of factors, including curriculum, enrollment, the demand for particular class offerings and times, the need to provide full teaching loads for faculty members, the College's need to fill specific teaching requirements, and other variables. The College will schedule and assign those hours of work constituting each employee's academic work week as in the College's determination will best meet the educational needs of the College.

The amount of student contact, and other required on-campus hours, will be determined by the College from time to time as set forth in its Faculty Assignment Document, however, should the College at any time during the contract year covered by this Statement of Policy change such total on-campus requirement, then negotiations shall be reopened for the limited purpose of negotiating the economic impact of such change only.

SPLIT-DAY MEAL ALLOWANCE

Where, by reason of the hours of his/her assigned duties, a faculty member is required to work more than two "split-days" (as hereinafter defined) in the same academic week, the College shall provide the faculty member with an evening meal, or at College's option, an amount in cash equivalent to the value of such meal for each such split-day in excess of two (2) per academic week. The per meal cash equivalent shall be determined by the College quarterly and it shall be not less than the cost of a balanced meal available in the College's cafeteria or food service facility.

In lieu of providing such meal or cash equivalent, the College may, at its option, pay the employee a mileage allowance equal to the round trip cost of automobile transportation to and from the employee's home, not to exceed, however, twenty-five (25) miles total round trip, computed at the College's then current automobile mileage reimbursement rate.

"Split-day" as used herein shall mean a day within the academic week whereon all of the following requirements are met:

A. The faculty member's assigned on-campus duties within that day are spread over a period of time exceeding twelve (12) hours, such twelve (12) hours being measured from the time of the earliest of his/her assigned duties to the latest of his/her assigned duties on that day and

B. The day shall be "split" by reason of there being a period of time of not less than two (2) consecutive hours during which the employee has no assigned duties, and

C. The employee shall live more than eight (8) road miles from campus, and

D. None of the evening hours assigned to said faculty member on such day shall:

   1. Have been requested by the faculty member or given to him/her as a matter of his/her preference; nor,

   2. Be a part of a total teaching load for which extra pay for excess hours of teaching are being paid; nor,

   3. Have been assigned to him/her in order to provide him/her with a full teaching load; and

E. For that week the faculty member shall have:

   1. Classroom or lab teaching assignments scheduled for at least four (4) different days; and

   2. Assigned classroom, posted office hours and other on-campus hours specified for full-time faculty in the College's Faculty Assignment Document then in effect.

Time spent by a faculty member in attendance at commencement exercises, department, committee and faculty meetings and other non-teaching activities shall be excluded in determining whether or not a day qualifies as a split day.

The split-day meal allowance shall be paid only in instances approved by the Division Chairperson and payment therefor shall be made in the same manner as travel reimbursement. Verification of employee entitlement to the allowance, hours of work and other qualifying requirements shall be in such form and manner as the College may require. Eligibility for the split-day meal allowance will be determined on a per quarter basis. If application for determination of eligibility is not filed with the employee's immediate supervisor within the first ten (10) calendar days of the quarter, entitlement thereto shall be waived.

TRAVEL REIMBURSEMENT FOR SPLIT-CAMPUS ASSIGNMENT

The College shall reimburse employee's travel costs at the College's standard automobile reimbursement rate for travel to another campus during the day when employee's teaching duty requires him/her to travel to a campus other than the one upon which his/her first teaching assignment of the day is taught. Said mileage shall be computed on the basis of the shorter of the following distances:

A. Round trip mileage from the first campus to the second campus, or

B. If the employee is not required to return to the first campus that day, the lesser of:

   1. one way mileage from the first to the second campus, or,
   2. the actual additional mileage employee is required to drive that day, assuming he/she were to proceed directly to his/her home from the second campus.

In lieu of reimbursement, the College may, at its option, provide transportation. No reimbursement will be made in instances where the College has made transportation available to the employee and the employee has opted not to utilize such transportation.

9. SPECIAL EXCEPTION

Those employees who pursuant to the special exception provision of Section 10 of the 1976-77 Statement of Policy opted to have the promotional requirements of Group III Teaching Faculty rather than Group II Teaching Faculty applicable to them, may attain promotion only through satisfying the requirements for promotion set forth in Column "A" of the level to which they thereafter seek promotion.

10. PROMOTION IN GRADE

Any employee who meets all requirements for promotion and is promoted to a higher grade shall, effective with the first day of his/her nine or twelve-month contract, next, following such promotion in grade, be compensated in the greater of the amounts computed as follows:

A. The amount of salary he/she would receive had his/her initial appointment been made to such higher grade as of the effective date of said promotion, and with his/her salary computed in accordance with the provision of Apendix "A" applicable to said higher grade, including the "Limit for Initial Appointment" applicable to such higher grade, or

B. An amount equal to the salary he/she would have received in the grade from which promoted for the contract year for which the promotion was first applicable, plus the sum of $500.00.

The greater of said amounts so computed shall constitute his/her new salary base.

In respect to the requisite recommendation for an employee's promotion in grade, he/she shall be informed at the conclusion of his/her annual evaluation as to an adverse recommendation and shall have the right to grieve same.

11. REAPPOINTMENTS FOR YEARS 1989-90 AND 1990-91

A. Employees covered by this Statement of Policy who were employed by the College Area in the same capacity in the year 1988-89 and who received their initial appointment to their present positions in said preceding or an earlier year, shall receive a salary for the year 1989-90 in the amount of 109.00% of the salary received in 1988-89.

B. Employees covered by this Statement of Policy who were employed by the College Area in the same capacity in the year 1989-90 and who received their initial appointment to their present positions in said preceding or an earlier year, shall receive a salary for the year 1990-91 in the amount of 109.00% of the salary received in 1989-90.

12. "SPECIAL FUNDING" POSITIONS

If any employee covered by this Statement of Policy holds an Annual Notice of Appointment for a position for which 25% or more of the salary cost is funded or reimbursed by governmental or other special grant or program, then in such event:

A. The employee's level of compensation and fringe benefits (hereinafter referred to as "compensation level") shall be the same as is provided for in this Statement of Policy notwithstanding the fact that the compensation level as provided for in said grant or program may be less or more than that provided for herein.

B. Such employment shall not exceed the period of time for which the appointment is made, and the College Area shall have no obligation whatsoever to provide employment beyond the date stated regardless of funding.

C. In the event, for any reason, the funds for the project or program are not obtained or are withdrawn during the period for which the employee is appointed, then such employment shall be subject to termination by the College Area upon two (2) weeks notice to the employee.

13. FRINGE BENEFITS

Employees covered by this Policy Statement shall receive fringe benefits as set forth in the Fringe Benefits Schedule designated Appendix "D", attached hereto and by this reference made a part hereof.

In respect to insurance carried for the benefit of an employee or his family, that portion of the premium which is not covered by the premium contribution to be made by the College shall be deducted from the employee's monthly wages.

In the case of employees on a nine-month contract and who have opted to receive their salary over nine months rather than twelve months, they shall prepay to the College in advance the employee's share of premiums that will accrue during the three-month period for which they will not be receiving pay checks, and their failure to do so may result in cancellation of the coverage without further liability to the College.

Insurance coverage will not commence until expiration of the waiting period, if any, applicable to the particular coverage nor prior to the enrollment date applicable thereto.

14. ASSOCIATION PRIVILEGES AND RESPONSIBILITIES

The Association shall have the following privileges and it and the employees that it represents shall have the following responsibilities:

A. Payroll Deductions for Association Dues

The Board authorizes the deduction of Association membership dues, as established by the Association, from the salary of any employee covered by this Policy Statement who shall authorize such deduction in writing and upon the following conditions:

1) The Association shall submit to the President of the College a certified list and a copy of the written payroll deduction authorization of all members who request payroll deduction of dues no later than October 15 of each year.

2) Said authorized deduction shall be made from the monthly pay of each member beginning in November and ending in May of each year.

3) On or before the twentieth day of the month following the month for which deductions are made, the aggregate deductions shall be remitted to the treasurer of the Association.

4) Each faculty member's written authorization shall be valid until revoked in writing by the faculty member.

5) The Association shall be solely responsible in the event of any claims by employees that the deductions and/or remissions were improper.

B. Association's Use of Bulletin Board and College Mailboxes

The Association may use the College mailboxes and bulletin board spaces designated by the College President subject to the following conditions:

1) All postings shall be on approved bulletin boards and shall conform to all Board policies now or hereafter adopted which govern the general use thereof, shall be identified as a publication of the Association and be signed by the President or other authorized officer of the Association with his/her verification that it is an authorized statement, release or publication of the Association.

2) The Association will not post or distribute information which is derogatory or defamatory of the College Area, its curriculum, any member of its student body or any of its personnel.

In the event of a breach of the foregoing conditions of this Paragraph 14-B, the privileges herein given are subject to immediate suspension by the College Area President for a period of time not to exceed a College quarter. The Board may revoke the privileges herein provided for in the event of recurring infractions.

C. Association Activity or Business During Working Hours

The prohibiting and/or limiting employees from engaging in Association activities or business during working hours is a management prerogative which is at all times reserved to the Board, is not a matter to be negotiated, and is exercisable by the Board at any time by action outside this Statement of Policy.

D. Strikes, Slowdowns, Etc., Prohibited

No employee covered by this Statement of Policy, nor the Association nor any of its agents, shall:

1) Interfere with, hinder, delay, limit or suspend the continuity or efficiency of the College Area in the performance of its governmental or educational services or operations by strike, slowdown, refusal or failure to perform job functions and responsibilities, or other work stoppage or otherwise interfere with the operation of the College Area, or

2) Coerce, instigate, induce, conspire with, intimidate, or encourage any person to participate in any strike, slowdown, refusal or failure to perform job functions and responsibilities or other work stoppage or other interference with the operations of the College Area which would hinder, delay, limit or suspend the continuity or efficiency of the College Area in the performance of its governmental or educational services or operations.

The Association shall comply with the provisions of this Paragraph 14-D. In the event of a strike, work stoppage, slowdown or other interference with the continuity or efficiency of the College Area by employees who are covered by this Statement of Policy, the Association shall in good faith take all necessary steps to cause those employees to cease such activity.

In addition to all other legal or equitable remedies the College Area may have, there shall be the following sanctions for violation of this Paragraph 14-D:

1) Any employee violating this Paragraph 14-D may be subject to discipline up to and including termination by the College Area.

2) If the Association violates this Paragraph 14-D, the College Area may withdraw from the Association any and all rights, privileges or services provided to the Association by this Statement of Policy.

Nothing in this Paragraph 14-D is intended to imply or infer that the Association or its membership has heretofore acted in a manner contrary to the provisions of this paragraph.

The Board shall not authorize, condone or permit an unlawful lockout of the members of the bargaining unit nor shall it coerce, instigate, induce, conspire with, intimidate or encourage any person to create, promote or participate in any such lockout.

15. ENTIRE POLICY

This Statement of Policy shall supersede any and all existing or prior verbal or written rules, regulations, resolutions and policy statements of the Board or College Area and all existing and prior customs, practices and alleged past practices of the Board or College Area in regard to the subject matter hereof which may be contrary or inconsistent with the terms hereof and this Statement of Policy shall constitute the Board's entire policy with regard to employees covered hereby insofar as concerns wages, hours and other matters which are the subject matter hereof. The adoption, institution, continuation, modification and abolishment of any or all past, existing and future policies, procedures, practices and customs shall be exclusively within the discretion of the College Area, except to the extent that such action shall be contrary to the specific terms of this Statement of Policy.

16. CHANGES MADE DURING TERM HEREOF TO BE THROUGH NEGOTIATION

The provisions of this Statement of Policy were formulated by the Board as a result of negotiations with the Association as the exclusive collective bargaining agent of the employees covered hereby. Any changes in the provisions hereof which are to take effect prior to July 1, 1989, shall also be through negotiations with the Association.

17. MANDATORY/PERMISSIVE NATURE OF ISSUES PRESERVED

The mandatory or permissive nature of any subject, matter or issue included in or treated in this Statement of Policy is fully preserved and the question as to whether same is a mandatory or permissive subject of bargaining shall be determined by law without regard to and totally apart from its inclusion therein. The inclusion of any subject, matter or issue herein shall not be deemed an agreement, understanding or consent to submit the same in the future to the collective bargaining process, or be deemed a waiver of the Board's management prerogative or right in respect thereto.

18. CONFLICT CLAUSE

If any provision of this Policy Statement or any application of this Policy Statement to any employee or group of employees covered hereby shall be determined by a court of competent jurisdiction to be invalid, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

19. EFFECTIVE DATE AND DURATION

This Policy Statement shall be effective as of July 1, 1989, except as otherwise herein provided, and shall continue in effect until June 30, 1991, and thereafter until superseded by further action of the Board. It shall be policy not to meet and confer in regard to any amendments to this Statement of Policy which are requested to be or are to be effective prior to July 1, 1991, even though the requested amendment might pertain to a subject or matter not included in or covered by this Statement of Policy or not within the knowledge or contemplation of either or both the College Area or the Association at the time they met and conferred in respect to this Statement of Policy, and even though such subject or matter was proposed and later withdrawn.

20. ENSUING YEAR

Nothing herein contained shall be construed to prohibit or discourage the representatives of the Board and the Association from meeting and conferring prior to July 1, 1991, in respect to the ensuing year 1991-92 and the initial meeting in respect thereto shall in all events be scheduled to be held prior to ten (10) days following the adjournment of the 1991 session of the Nebraska Legislature.

APPENDIX A
1989-90
FACULTY & SUPPORT STAFF
SALARY SCHEDULE

SUPPORT STAFF -- GROUP I
(Career Awareness Leaders)
(Vocational Evaluators)

	LEVEL I		LEVEL II		LEVEL III	
	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.
1989-90 Base Salary For Each Level	15,156	19,865	18,556	24,321	19,707	25,830
Limit For Initial Appointment For Each Level	18,946	24,831	23,194	30,400	24,634	32,288
Maximum Salary For Each Level	22,356	29,301	27,368	35,872	29,068	38,099

SUPPORT STAFF -- GROUP II
(Career Counselors)
(Lead Counselors)
(Special Needs Counselors)

	LEVEL I		LEVEL II		LEVEL III	
	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.
1989-90 Base Salary For Each Level	18,556	24,321	19,707	25,830	21,864	28,656
Limit For Initial Appointment For Each Level	23,194	30,400	24,634	32,288	27,330	35,821
Maximum Salary For Each Level	27,368	35,872	29,068	38,099	32,249	42,268

ALL GROUPS FOR TEACHING FACULTY

	LEVEL I		LEVEL II		LEVEL III		LEVEL IV	
	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.
1989-90 Base Salary For Each Level	18,975	24,870	20,150	26,411	22,358	29,303	25,300	33,161
Limit For Initial Appointment For Each Level	23,718	31,088	25,188	33,014	27,947	36,630	31,625	41,451
Maximum Salary For Each Level	27,988	36,683	30,042	39,375	33,006	43,260	35,858	46,998

Base salary computed on 177-day contract; variations of contract length to be computed utilizing the above salaries.

APPENDIX A
1990-91
FACULTY & SUPPORT STAFF
SALARY SCHEDULE

SUPPORT STAFF -- GROUP I
(Career Awareness Leaders)
(Vocational Evaluators)

	LEVEL I		LEVEL II		LEVEL III	
	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.
1990-91 Base Salary For Each Level	16,293	21,355	19,948	26,145	21,185	27,767
Limit For Initial Appointment For Each Level	20,367	26,693	24,934	32,680	26,482	34,719
Maximum Salary For Each Level	24,033	31,499	29,421	38,562	31,248	40,956

SUPPORT STAFF -- GROUP II
(Career Counselors)
(Lead Counselors)
(Special Needs Counselors)

	LEVEL I		LEVEL II		LEVEL III	
	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.
1990-91 Base Salary For Each Level	19,948	26,145	21,185	27,767	23,504	30,805
Limit For Initial Appointment For Each Level	24,934	32,680	26,482	34,719	29,389	38,508
Maximum Salary For Each Level	29,421	38,562	31,248	40,956	34,667	45,438

ALL GROUPS FOR TEACHING FACULTY

	LEVEL I		LEVEL II		LEVEL III		LEVEL IV	
	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.	9-MO.	12-MO.
1990-91 Base Salary For Each Level	20,398	26,735	21,661	28,391	24,035	31,501	27,198	35,648
Limit For Initial Appointment For Each Level	25,497	33,420	27,077	35,490	30,043	39,377	33,997	44,560
Maximum Salary For Each Level	30,087	39,434	32,295	42,328	35,481	46,505	38,547	50,523

Base salary computed on 177-day contract; variations of contract length to be computed utilizing the above salaries.

APPENDIX B

TO

POLICY STATEMENT

METROPOLITAN TECHNICAL COMMUNITY COLLEGE

Criteria for Utilizing
Additional Faculty Qualifications
Beyond Those Used in Level Placement

Full-Time Experience *	Salary Increment
A. For each academic year of teaching in two-year post-secondary institutions.	$275
B. For each academic year of teaching in four-year colleges and universities and three-year nursing schools	$210
C. For each academic year of accredited public or non-public school teaching	$210
D. For each year of other job-related occupational experience. .	$210
E. For each of the first two years of education beyond that needed for grade placement (or 30 semester credit hours for each year). This must be in a planned program in the discipline or field and must have a definite objective. . . .	$300

*Fractions of years beyond a whole year do not apply: therefore, use next lower number of years.

APPENDIX C

TO

POLICY STATEMENT

METROPOLITAN TECHNICAL COMMUNITY COLLEGE

Criteria for Utilizing
Additional Support Staff Qualifications
Beyond Those Used in Level Placement

Full-Time Experience *	Salary Increment
A. For each year of directly applicable work experience in two-year post-secondary institutions.	$250
B. For each year of directly applicable work experience in four-year colleges and universities	$185
C. For each year of directly applicable work experience in accredited public or non-public schools	$185
D. For each year of other job-related occupational experience. .	$185
E. For each of the first two years of education beyond that needed for grade placement (or 30 semester credit hours for each year). This must be in a planned program in the discipline or field and must have a definite objective. . . .	$275

*Fractions of years beyond a whole year do not apply: therefore, use next lower number of years.

APPENDIX D
TO
POLICY STATEMENT*
FRINGE BENEFITS

LIFE INSURANCE: The College shall provide for the benefit of the employees covered hereby, group term life insurance in the amount of $20,000.00 and at a cost not to exceed the premium rate for the year 1990-91.

LONG-TERM DISABILITY INSURANCE: The College provides a long-term disability insurance program integrated with social security. The coverage is 60% of annual base pay, 70% of all sources, after the first 90 days of disability, up to $5,000.00 per month maximum. The College will pay an amount up to the premium rate for 1990-91 for employees under nine-month and twelve-month contracts. Employees will not be covered by the Long-Term Disability Insurance Plan for the first 30 days of employment. For details, see description of program on file in the College Personnel Office.

CATASTROPHIC DISABILITY LEAVE: Each employee who sustains a catastrophic disability as may be defined from time to time by the College may request such leave. The granting of such leave is entirely within the discretion of the College. This statement is not intended to be a description of the program. For details and qualifying requirements see description of program on file in the College Personnel Office.

HEALTH PROGRAM: The primary purpose of this Program is to provide either Health Insurance or Health Maintenance Organization ("HMO") membership for employees. Except as otherwise hereinafter provided, the entire amount payable for the benefit of an employee shall be used entirely for payment toward health insurance premiums or toward membership costs in the College's designated HMO (Benefit A). Amounts payable for the benefit of an employee under the Program may be directed to Supplemental Life Insurance (Benefit B) or limited Cash-in-Lieu-of (Benefit C) only in those cases where health coverage is otherwise adequately provided for. (See "Limited Right to Elect Alternate Benefit" below). The College will provide health coverage/alternate fringe benefit contribution (hereinafter called the "Health Fund Contribution") for the contract year 1989-90 in the amount of $3,189.35, said amount being 90% of the Blue Cross and Blue Shield Full Family/Single Dental Health Insurance premium rate for that year. The College will provide health coverage/alternative fringe benefit contribution for the contract year 1990-91 in a dollar amount yet to be determined, which will be equal to the Full Family/Single Dental Health Insurance premium rate charged by said insurance company for the policy year 1990-91, such amount to be determined after receipt of 1990-91 rates from the insurance carrier.

The benefit shall be prorated on the basis of date of employment of each member, to be applied by the College exclusively for the following benefits:

Benefit A. Health Program. Each employee will be afforded the opportunity to enroll in the College's health program as same may from time to time be constituted. The plan presently provides hospitalization, surgical, major medical and dental benefits under group health insurance or an alternative membership in

HMO. The following health plans are available under the current health fund program:

1) Single Medical and Single Dental Coverage
2) Single Medical and Family Dental Coverage
3) Single Medical-HMO Only (No Dental Coverage for persons over age 18)
4) Family Medical and Single Dental Coverage
5) Family Medical and Family Dental Coverage
6) Family Medical-HMO Only (No Dental Coverage for persons over age 18)

If eligible, an employee may, to the extent his/her Health Fund Contribution entitlement has not been reduced by the College's contribution to medical/dental health insurance premiums or HMO membership fees, designate any unused portion thereof "Eligible Alternate Benefit Amount" to be expended by the College for either Benefits B or C or a part to each.

Benefit B. Supplemental Life Insurance. To the extent an employee is entitled to elect an alternate benefit and the Eligible Alternative Benefit Amount has not been taken in cash under Alternate Benefit C, the employee may direct the purchase of additional group life insurance (subject to Internal Revenue Service limitations and master policy limitations).

Benefit C. Cash-in-lieu-of Payment. To the extent an employee is entitled to elect an Eligible Alternative Benefit Amount and has not utilized it for Alternate Benefit B, the employee may elect to take the same in cash up to a maximum of $1,275.00 for the 1989-90 year and $1,500.00 for the 1990-91 year, as follows:

	Health Insurance		HMO	
	1989-90	1990-91	1989-90	1990-91
Single Health/Single Dental	1,275	1,500	1,275	1,500
Single Health/Family Dental	1,275	1,500	1,275	1,500
Single Health-HMO Only (no dental for persons over 18)	not available		1,275	1,500
Family Health-HMO Only (no dental for persons over 18)	not available		-0-	-0-
Full Cash-in-Lieu (no health coverage)	1,275	1,500	1,275	1,500

Special rule for 1984-85 employees. Full-time employees holding contracts for the year 1984-85 and continuously thereafter shall be limited to the cash-in-lieu-of benefit of $1,100.00 in the year 1985-86 and subsequent years, but have added to their salaries in 1985-86 an amount equal to the difference, if any, between the $2,285.40 maximum Health Fund Contribution and the aggregate of the amounts utilized or taken under Benefits A, B, and C, said difference being herein referred to as "1984-85 Cash-in-Lieu-Of Buy Back" or "Buy Back." By way of illustration, assuming no utilization of Benefit B, the cash-in-lieu-of buy back for 1984-85 employees is configured as follows:

BUY BACK TABLE

Utilization Benefit A	Additions to Salary (Buy Back)
Family Health/Family Dental	-0-
Family Health/Single Dental	-0-
Single Health/Family Dental	$ 267.64
Single Health/Single Dental	$ 387.28
No Health/No Dental	$ 1,185.40

Employees not holding full-time contracts of employment for year 1984-85 are subject to the $1,100.00 maximum for Benefit C with no provision for salary buy back or add on.

If an employee receiving a buy back addition to salary in 1985-86 who subsequently elects greater health and/or dental coverage under Benefit A (i.e., elects to go from single to family coverage), then in such event he/she shall at that time have his/her salary reduced by an amount equal to the buy back salary addition payable in 1985-86 because the employee is not utilizing full coverage in that year, computed in accordance with the Buy Back Table. Conversely, an employee holding a full-time contract in 1984-85 who subsequently qualifies for and elects reduced health/dental coverage from that utilized in 1985-86 shall have added to his/her salary in the year of reduction of coverage an amount equal to that which would have been added to his/her 1985-86 salary had he/she elected such lesser coverage in the year 1985-86, computed in accordance with the Buy Back Table.

Buy back salary add-ons may result in the maximum salary level limitation being exceeded, but that portion which exceeds the applicable maximum shall not be eligible for percentage salary increases.

The buy back and greater health and/or dental coverage election shall be the responsibility of the employee who shall make a written election and submit the written election to the Office of Personnel and Employee Relations. The written election will remain in effect until superceded by another election. An election must be no longer than a period of thirty (30) days from a change in circumstance.

If an employee wishes to purchase additional health, dental or life/accidental death and dismemberment insurance, such a change will be effective the first of the month following the date such coverage is approved by the insurance carrier. If an employee makes application for additional coverage within 31 days of his/her marriage, the additional coverage will be effective on the date of the marriage.

If an employee wishes to cancel all or part of his/her health, dental or life/accidental death and dismemberment coverage, the change will be effective the last day of the month in which written revocation of coverage is made.

Limited Right to Elect Alternate Benefit: Only in the following cases may an employee elect an Alternate Benefit:

1) An employee of a single marital status who does not qualify for family coverage, and who enrolls for single coverage, may elect "Benefit B" and/or "Benefit C", above, in an aggregate amount equal to the difference between the Health Fund Contribution amount and the cost of single coverage actually provided to the employee.

2) An employee who is married and qualifies for family coverage, does not enroll for coverage under the College's program, and whose spouse, through such spouse's separate employment, has coverage substantially the same or better than that provided under the College's medical and dental insurance program, including coverage of the College employee and coverage of dependent children of the College employee, if any, and satisfactory written proof thereof is furnished to the College, may elect "Benefit B" and/or "Benefit C", above, in an aggregate amount not to exceed the Health Fund Contribution amount.

Any election of Benefit C shall be subject to the limits set forth above.

Partial Contract Year; Proration: In respect to employees who shall not have worked a full contract year within the College fiscal year, the College's contribution shall be prorated on the basis of the number of months worked within the fiscal year as follows:

1) Nine-month employees: 1/9th for each month worked

2) Twelve-month employees: 1/12th for each month worked

Effective January 1, 1988 the College to the extent permitted by Section 125 of the Internal Revenue Code, will provide employees the opportunity to tax shelter employees payments made toward the purchase of coverage under the College's health plans and/or supplemental life insurance and/or dependent life insurance plan.

RETIREMENT PROGRAM: Retirement benefits are provided through TIAA/CREF Retirement Plan and Social Security. Participation in the plan is mandatory for employees age 25 or over and elective for those under age 25 who have completed one year service. The employee may select either 2%, 3%, 4%, 5%, or 6% as his or her own contribution rate to the TIAA/CREF Retirement Plan, which shall be deducted from and calculated upon only that compensation earned under the nine-month or twelve-month contract. The College shall match the employee's own contribution. The College shall make no contribution in respect to compensation earned under part-time, overload or summer contracts. This statement is not intended to be a description of the Program and for details see copy of the College Retirement Resolution on file in the College Personnel Office.

SICK LEAVE: Each employee covered hereby shall be credited with sick leave at the rate of one day per month for each month of his/her contract period, same being nine (9) days per year for those on a nine-month academic year contract and twelve (12) days per year for those on twelve-month contracts. Sick leave may be used only for the following purposes:

Approved absences made necessary, (1) by disability caused by sickness, illness or injury of the employee, (2) to prevent exposure of co-workers and the public to contagious disease, or (3) by need of employee to obtain dental or medical care. Sick leave may be used for absences caused by disability arising from maternity. Sick leave may not be used for absences by reason of adoption.

An employee who finds it necessary to be absent for any of the above reasons shall communicate same to the College President or his/her designee as soon as possible and file a request in writing for prior approval of the use of sick leave for such absence. Except in the cases of (1) leave necessitated by disability caused by unforeseen sickness, illness or injury of the employee, and (2) leave necessitated to prevent exposure of co-workers and the public to contagious disease that might seriously endanger their health, prior approval of sick leave must be obtained.

In the cases of (1) leave necessitated by disability caused by unforeseen sickness, illness or injury of the employee, and (2) leave necessitated to prevent exposure of co-workers and the public to contagious disease that might seriously endanger their health, the request shall be filed as soon as possible after returning to work.

Sickness, injury, illness, maternity, or any other physical or mental disability, therefore, to qualify for use of sick leave, must be such as to either disable the employee from performance of his or her regular duties or seriously endanger the health of the public or other employees, and be certifiable as such by the attending physician.

In any case where the College deems it appropriate, it may require the employee to obtain a specific certification from a physician certifying the nature of the sickness, illness, injury or disability and the necessity for absences from work and if appropriate, a certification as to the employee's fitness to return to work. Sick leave is a privilege and abuse thereof may result in discipline and/or discharge.

Unused sick leave may be accrued to a maximum of 110 days. Subject to the 110 day maximum accrual rule, unused and accrued sick leave accumulated from ONTCC has been credited to the employee where appropriate.

In the case of extenuating circumstances and upon written request of the employee, the President or his designee may allow use of sick leave for a given year, during said year, prior to actual accrual of the sick leave.

No sick leave shall accrue on account of employment under separate part-time or summer contracts. However, sick leave previously accrued and unused may, subject to appropriate approval, be utilized by nine-month teaching faculty having a summer employment contract during such summer employment. If so utilized, pay per day of such utilized sick leave shall not exceed the average daily summer contract rate.

The College will not purchase or otherwise compensate employees for unused sick leave, except as provided herein. However, in the case of full-time faculty and support staff covered by this Statement of Policy who during the term hereof either:

A. Retire from service with the College by reason of reaching normal retirement age as established by the Board; or
B. Die;

then in such event the College shall pay 25% of such employee's accumulated and unused sick leave at the employee's current daily rate of pay. In the case of a retiring employee, such benefits shall be payable to the employee. In the case of a deceased employee, such benefits shall be payable to his/her designated beneficiary, and if he/she shall have failed to designate a beneficiary, then to his/her spouse if living and if not, then to the deceased employee's estate.

PERSONAL LEAVE: Each employee covered hereby shall be eligible to take approved absences not exceeding two days per year for personal leave purposes upon approval of the appropriate College Vice President. An employee who requests personal leave shall communicate same to the Vice President as soon as possible and file a request in writing for prior approval for such absence. Personal leave days shall not accumulate from fiscal year to fiscal year, and must be taken during periods of time when the member is under his/her full-time permanent contract, or under a summer contract. Personal leave may be taken in one-hour segments with appropriate supervisory approval.

BEREAVEMENT AND/OR SERIOUS ILLNESS IN IMMEDIATE FAMILY LEAVE: Each employee covered hereby shall be eligible to take approved absences necessitated on account of serious illness or death in the employee's immediate family subject to the approval of the appropriate College Vice President. The term "immediate family" as used herein shall mean only the employee's father, mother, grandfather, grandmother, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and any relative living in the household of the employee. The term "serious illness" shall mean a life threatening situation as determined by the Vice President.

Bereavement leave may also be granted for attendance at funeral services for a co-worker at the College where there has been a personal friendship, and is subject to the supervisor's determination that the absence will not create an interruption in essential work flow.

The Vice President reserves the right to request verification of leave either upon the granting of or return from the requested leave. The approval of an amount of leave granted shall be determined by the appropriate College Vice President taking into account the circumstances involved, however, in no case shall the leave exceed five (5) days for one death or serious illness or more than a total of ten (10) days in a fiscal year.

---

* References herein to employees shall mean only full-time nine or twelve-month faculty and full-time nine or twelve-month support staff covered by the Statement of Policy to which this appendix is attached. The provisions of the Statement of Policy and the specific benefits herein set forth do not apply to services rendered or compensation earned by such employees as the result of separate part-time or summer contracts.

APPENDIX E

SUPPLEMENTAL PAY SCHEDULE

Member Substitute Pay

1. When a unit member serves as a substitute, he/she will be reimbursed at the rate of $11.00 per contact hour and any portion thereof on a prorated basis in quarter hour intervals.

2. When a unit member substitutes for a Continuing Education instructor, member shall receive the same rate as the regular instructor for said class.

3. A unit member will be given reasonable notice of the need to substitute.

4. This does not preclude the practice of substitution by unit members through mutual agreement and approval of their immediate supervisor. When this option is chosen, it is understood that there will be no remuneration, other than the exchange of services.

APPENDIX F

FACULTY ASSIGNMENT DOCUMENT

The faculty assignments within the academic work week will be allocated to assigned ECH, posted office hours, preparation time and attendance at appropriate meetings.

1. A normal faculty assignment shall consist of 18 ECH per quarter and 54 ECH per academic year for 9 month faculty, 72 ECH per calendar year for 12 month faculty.

2. For 9/12 month faculty the faculty assignment may be averaged over the academic/ calendar year.

3. Faculty may be assigned a combination of day, evening, or Saturday classes as part of the regular assignment.

4. The assignment shall consist of 35 hours on campus or other premises designated by the College to include a minimum of 6 posted office hours except special situations i.e. faculty members assigned to clinicals, which will require less than the minimum of 6 posted office hours. The assignment for support staff shall consist of 40 hours on campus or other premises designated by the College.

5. Faculty with less than 18 ECH in a given quarter may be assigned an over assignment provided at least one-half of the over assignment is used to fulfill the 18 ECH required for normal assignment. (Over assignment hours may be part of the 35 on campus hours.)

6. Extra pay, independent study, cooperative work experience and continuing education contracts will ordinarily be in excess of 18 ECH. When in excess of 18 ECH they may not be counted toward the 35 on campus hours.

7. Eighteen ECH shall be considered a normal assignment for full-time 9 month faculty teaching the 10 week summer session. ECH in excess of 18 shall be paid at the extra pay rate. This section applies to faculty teaching a combination of 10 week and 5 week classes.

8. Nine ECH shall be the normal assignment for 9 month full-time faculty teaching only one 5 week session. ECH in excess of 9 shall be paid at the extra pay rate.

9. All over assignments will be paid in spring quarter when the annual assignment has been determined.

10. Normal class size shall be 35. Allowances will be made for special situations such as space, number of lab stations, development classes, etc.

11. Ordinarily, cooperative work experience, portfolio development, practicums, and independent study will be considered as extra-pay assignments.

DEFINITIONS

ECH = (Equivalent Credit Hours)	A common base to which lecture, laboratory, clinicals, and practicums are related by a numerical factor assigned to each activity.
Over Assignment =	The ECH in excess of 18 ECH, generated by a course of which part is used to fulfill the 18 ECH regular assignment.

PROGRAM	LAB TYPE I 0.7	LAB TYPE II 0.6	CLINICAL 0.56	PRACTICUM VARIABLE
ABT		LAB II		
ACC	LAB I			
ACT		LAB II		
AGR	LAB I			
AHR	LAB I			
AMT		LAB II		
APT		LAB II		
ART	LAB I			
BDM	LAB I			
BIO/CHE/ PHS/PHY	LAB I			
CET	LAB I	LAB II		
CHC		LAB II		PRACTICUM
COA	LAB I			
CST	LAB I			
CUL	LAB I			
DEA	LAB I			PRACTICUM
DRT		LAB II		
EMT		LAB II		
ELT	LAB I			
FMR	LAB I			
GAT		LAB II		
HMS	LAB I			PRACTICUM
HUC	LAB I		CLINICAL	
IDE	LAB I			
IDM	LAB I			
LEN/PSE	LAB I			
NHA				PRACTICUM
NST	LAB I		CLINICAL	
NUR	LAB I		CLINICAL	
OPT	LAB I			
ORH	LAB I			
PMT		LAB II		
PTY	LAB I			
RTH	LAB I		CLINICAL	
SES	LAB I	LAB II		
WEL		LAB II		

Revised Copy 10/26/88

NEGOTIATED AGREEMENT
FOR THE
CONTRACT YEAR
1988-89

BY AND BETWEEN
CENTRAL COMMUNITY COLLEGE EDUCATION ASSOCIATION
AND
CENTRAL COMMUNITY COLLEGE BOARD OF GOVERNORS

Ratified by CCCEA on _____

_____
CCCEA President

Ratified by Board of Governors on _____

_____
Secretary

A R T I C L E I

Salary 1988-89:

For the contract year 1988-89, full-time teaching faculty who were contracted for professional obligations prior to July 1, 1988, and retained for the 1988-89 contract year shall have their contract extended and salary set as follows:

1987-88 Base + $1,630 = 1988-89 Base

For those individuals offered a contract for less than 190 days, the following will be used to compute their salary:

Base ÷ 190 X New Contract Days = Adjusted Base

Fixed dollar increases will be prorated for individual contracts that are less than 190 days.

The contract period shall be August 15 through August 14.

A R T I C L E I I

Long-Term Disability:

The college board will make available a group long-term disability program for employees and will contribute the single premium. The board retains the right to determine insurance carriers or otherwise provide for coverage.

A R T I C L E I I I

Vocational Certification:

All full-time teaching members, teaching in a federally reimbursable vocational program or occupational related courses for handicapped and disadvantaged students, shall become fully certified within the applicable time limit listed below:

1. Within three (3) years from date of employment.
2. Within three (3) years from date such program or related course became federally reimbursable.

Failure for full-time teaching members, teaching in federally reimbursable programs or vocational related courses for handicapped and disadvantaged students, to meet vocational certification and to continue vocational certification shall be just cause for termination.

ARTICLE IV

Leave for Illness:

Leave with pay for personal illness is not limited to any particular number of days with one exception. If an employee is absent for sixty continuous working days for the same or related illness or accident, he/she will receive benefits on the 61st day from the long-term disability insurance contract that is currently in force for the college. Leave for illness, a maximum of one day per contract year, will be allowed to an employee for illness of minor children, spouse, or parents. The administration shall establish appropriate procedures for granting leave for illness/temporary disability.

Leave for illness or temporary disability is not intended as earned time off with pay and shall not be granted as such. Proof of illness may be required by the college. Employees are not compensated for leave for illness upon termination from employment.

An employee that has been absent for five (5) consecutive days or more shall present a written statement from his physician. This statement must be attached to the leave request form. The administration may request a physician's statement for an absence of less than five (5) days or at anytime if it appears to the administration the employee's health is questionable. All written physician statements shall indicate illness or injury and shall state if and when the employee is able to return to work. Such medical costs shall be the expense of the employee, other than coverage provided in the college group insurance plan in effect.

Prior to return to work following five (5) or more days of absence, employees who have been granted an illness or temporary disability leave of absence shall furnish the College President, through written notice, satisfactory medical evidence attesting to ability to return to work at the same or comparable position. During a prolonged illness or temporary disability, the employee shall submit, at ten (10) calendar day intervals, a physician's statement regarding the employee's physical condition as it may affect his/her condition to return to work. Forms for physician's statement will be provided by the college.

An apparent abuse of leave for illness or temporary disability policy may be cause for review by the board as a possible cause for dismissal from employment.

The board may postpone the return to duty if it should conclude that the employee's condition is such that the return to work on a full-time basis may not be in the best interests to the college.

This procedure shall be followed by all employees, regardless of whether or not the case is covered under the Workmen's Compensation Law.

A R T I C L E V

Death Leave:

A maximum of three (3) days, with pay, per death of a member of the full-time teaching faculty's immediate family may be allowed for death related purposes to include funeral attendance. Two additional days, with pay, may be granted upon total administrative approval in cases of extreme need.

The administration may approve or disapprove such leave and shall determine immediate family.

A R T I C L E V I

Retirement:

The college board will make available a group retirement plan and will contribute an amount equal to the faculty contribution but shall not exceed 6% of the contract salary. The faculty contribution will be deducted from each appropriate employee's monthly paycheck. The college board retains the right to determine trustees or otherwise provide for a retirement plan.

A R T I C L E V I I

Sabbatical Leave:

The college recognizes that many varieties of professional growth and development are possible and that many of these modes of growth are of such a nature that they cannot be undertaken while a faculty member is engaged in full-time service for the college. The college, therefore, recognizes the desirability of sabbatical leave policy as it will be of benefit to both the college and the faculty member.

The purposes of such leave are to provide opportunity to improve the qualifications of the faculty member, the quality of his/her professional performance, and the value of the member's further service to the college. The request for sabbatical leave will set forth, in detail, the plans for the period of absence and the contribution that the planned program should make both to the faculty member and to the college. If such sabbatical leave is granted, the recipient will file a full report with the College President within three (3) months after his/her return.

A member of the faculty will be eligible to request sabbatical leave after completing seven (7) consecutive years of full-time service to Central Community College.

The request for sabbatical and the program plan shall be submitted to the administration no later than January 1 preceding the contract year for which leave is requested. The board reserves the right to accept or reject the requests. In no case shall there be more than two (2) full-time

teaching faculty members from the college on sabbatical during any one period of time.

A qualified replacement, if necessary, must be secured in order for sabbatical leave to be granted. The procedure of sabbatical leaves may be curtailed if the board determines that the college cannot financially support them in any given year.

Faculty members who have been accepted by the board will receive one-half of their monthly salary for a period of one year or one-half of their monthly salary for a period of one-half year of sabbatical leave. The one-half pay will be remitted to the recipient at one-twelfth of such total amount per month while on sabbatical, beginning with the last day of the month the recipient starts sabbatical and shall terminate the last month of sabbatical. At the option of the sabbatical recipient, health insurance and life insurance could remain in effect through the college plan in accordance with the then current negotiated health and life insurance articles. All other benefits would cease during the term of sabbatical. Remuneration received by the faculty member on sabbatical for other employment, in excess of one-half the regular contract salary, shall be deducted from sabbatical compensation. The recipient's base salary when he/she returns to work shall be the same contracted base salary in effect at the time sabbatical leave was requested by the faculty member and approved by the board, plus any across-the-board raises given while on sabbatical leave.

If an employee involuntarily breaches the sabbatical agreement, then the employee would be returned to regular employment status and all benefits that the employee qualified for would go into effect that were not previously in effect during the sabbatical. If the employee voluntarily breaches the sabbatical agreement, then such monthly payments shall cease and all previous monthly payments made by the college during the sabbatical shall be repaid to the college by the employee.

The recipient of a sabbatical leave shall sign an affidavit saying that he/she will: (1) return to the college at the same or comparable position for a minimum of two (2) years, or (2) will refund all compensation received from the college in case he/she does not return at the expiration of the leave or does not complete the two-year agreement as stated in the affidavit. The sabbatical policy is not subject to the grievance procedure.

A R T I C L E V I I I

Use of Area Facilities:

The association may hold meetings in college facilities provided that an association meeting will not interfere or interrupt normal college operations, the facilities are available, and permission has been granted by the College President.

CCCEA shall provide its own expendable supplies, including paper, postage, etc.

A R T I C L E I X

Court Appearance Leave:

Full-time faculty scheduled for jury duty or required to appear as a witness in any court shall be excused from professional responsibilities with pay for such appearances. Fees will be retained by the faculty member. All related expenses will be a responsibility of the faculty member. Such leave shall not be granted with pay for any absence by an employee occasioned by such an appearance if he/she was a party to the action.

A R T I C L E X

Life Insurance:

The board will make available a life insurance program for employees. Such coverage will be based upon one and one-half (1 1/2) times the regular contract salary rounded to the next thousand and shall include AD&D. The board agrees to contribute the coverage. The board retains the right to determine insurance carriers or otherwise provide for coverage.

A R T I C L E X I

Personal Leave:

The College President may grant personal leave, without pay, to full-time teaching faculty members. Such leave shall not accumulate more than two (2) days per contract period. Personal leave shall not be granted prior to or immediately following a vacation period except in an emergency situation, as determined by the College President.

A R T I C L E X I I

CCCEA Officers and Members:

The president of CCCEA shall furnish the board with a list of the current officers and the certified number of members each year. The college

administration will send each faculty member a copy of the current negotiated agreement with his/her individual contract at the time contracts are issued.

A R T I C L E X I I I

Individual Binding Contract:

Each individual full-time teaching contract represents a mutual agreement binding upon both parties and subject to the terms of the negotiated agreement.

A R T I C L E X I V

Grievance Procedure:

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting only those items resolved by negotiations and provide an orderly method of resolving those problems. This procedure is to remain in effect during term of negotiated period.

B. DEFINITION

A definition of a grievance is a grievance or dispute which may arise between a full-time teaching faculty member and the board involving the application, meaning or interpretation of only those items resolved by negotiations but shall exclude any alleged understanding, practice, or other matters outside of those items resolved by negotiations.

C. PROCEDURE - Full-Time Teaching Faculty Member Initiation of Grievance

Step I - Informal

Within five (5) working days of the time a grievance arises or within five (5) working days of the date when the grievant became aware of its occurrence, the grievant will present the grievance informally to the immediate supervisor.

Within ten (10) working days after presentation of the grievance, the supervisor will render a decision orally to the grievant.

Step II - Formal

Within five (5) working days of the oral answer, if the grievance is not resolved in Step I, it will be reduced to writing by the grievant and filed with the chief instructional officer directly above the immediate supervisor.

In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the act or acts or commission or omission, the dates of the act or acts, the identity of the grievant who claims to be distressed, the identity of the party or parties alleged to have caused the problem, the item alleged to have been violated, and the remedy which is sought.

Within ten (10) working days after presentation of the written grievance, the chief instructional officer will render a decision in writing to the grievant.

Step III - Formal

Within five (5) working days of the written answer, if the grievance is not resolved in Step I or II, the grievant may forward the written grievance to the Campus Director.

Within fifteen (15) working days after the presentation of the written grievance, the Campus Director will render a decision in writing to the grievant.

Step IV - Formal

Within five (5) working days of the written answer, if the grievance is not resolved in Step I, II, or III, the grievant may forward the written grievance to the College President.

Within fifteen (15) working days after presentation of the written grievance, the College President will render a decision in writing to the grievant.

Step V - Formal

If a grievance is not resolved in Step I, II, III, or IV, then the grievant may appeal the decision of the College President to the board by filing a notice of grievance appeal with the College President within ten (10) working days of the grievant's receipt of the College President's decision issued pursuant to Step IV hereunder.

In the event a grievance is appealed to the college board, then the college board or its designee shall, within thirty (30) working days after receipt of the appeal, arrange for a meeting to discuss the grievance with those available responding in Steps I, II, III, and IV. The board or its designee shall, within twenty-five (25) working days or as soon as is reasonably possible after said meeting but in no event earlier than the next following board meeting, render its decision to the grievant.

D. PROCEDURE - Board Initiation of Grievance

Step I The board may initiate a grievance against a full-time teaching faculty member for violation of only those items resolved by negotiations. This shall be initiated with the College President filing a written "Statement of Grievance" with the President of the association and the individual no later than thirty (30) working days or at the earliest possible board meeting after the facts are known or the incident first occurred upon which the grievance is based.

The College President shall notify the grievant within ten (10) working days that such a grievance will be submitted.

Step II — If the grievance has not been resolved in Step I, then either the board or the individual may request a hearing. If such hearing occurs, the individual, his selected representative, and the board will appear within twenty-five (25) working days or at the earliest possible board meeting.

Step III — If the grievance has not been resolved in Step I or II, the board will take appropriate action based upon its findings.

E. The time limits provided for this procedure shall be strictly adhered to. The failure of the grievant to meet the time limits provided for shall result in the dismissal of the grievance. Written grievances shall be forwarded by certified/return receipt requested mail in each applicable step if such grievance is not personally delivered.

F. The grievance procedure established here shall be the sole and exclusive remedy available to a grievant for resolving disputes arising under only those items resolved by negotiations.

A R T I C L E X V

Management Rights:

It is agreed by and between parties hereto that those items resolved by negotiations represent the sole and exclusive understanding by and between the parties relative to wages, hours, days, modes of instruction, and conditions of employment existing during the negotiated period. The parties recognize the right of management to conduct the business of the employer and to direct their working force, and the employer, subject only to the express terms and conditions hereof, shall have and does hereby expressly reserve the right to determine all issues relating to wages, hours, days, modes of instruction, and conditions of employment not expressly resolved by negotiations including, but not limited to, the right to fire and lay-off employees, to classify, assign, transfer, and promote them, to discipline or discharge them for cause, and in general, to maintain order and efficiency. The employer reserves the right to publish reasonable rules and regulations from time to time as it may deem necessary and appropriate for the conduct of its business and may do so provided only that the same are not inconsistent with the express terms as resolved by negotiations. The board reserves the right to amend the monetary items within this agreement if, in the event, funding is not available for such. Once executed, those items resolved or nonresolved by negotiations shall not be renegotiated or reopened with respect to any subject or any term or condition of employment including, but not limited to, wages, hours, days, modes of instruction, and conditions of employment of the bargaining unit except by mutual consent of the parties involved. If such mutual consent is not gained, then this shall be considered final remedy for reopening, and renegotiations shall **not** take place.

A R T I C L E X V I

Health Insurance:

The board will make available a group health insurance program and contribute the full family premium for each full-time teaching faculty member with family coverage and the single premium for each full-time teaching faculty member with single coverage. The full family dental premium and the total single premium for A, B, and C coverage will be contributed by the board. The board retains the right to determine insurance carriers and will make all reasonable effort to maintain coverage as provided during the 1985-86 contract period.

A R T I C L E X V I I

Additional Part-Time Employment:

Full-time teaching faculty members shall be encouraged to engage in professional activities (other than Central Community College employment) as a means of broadening their experience and keeping them abreast of the latest developments in their specialized fields, provided such activities do not interfere with their regular duties with the college or represent a conflict of interest or shall not prevent contractual duties from being performed satisfactorily. Satisfactory performance is to be determined by the administration. Each full-time teaching faculty member will report such additional professional employment/activity at the time such takes place for insertion in their personnel file.

A R T I C L E X V I I I

Dues Deduction:

The college board hereby agrees to the following procedure for the deduction and remittance of CCCEA membership dues:

During the term of this agreement, the college board agrees to deduct CCCEA membership dues in such amounts as may from time to time be established by CCCEA and certified in writing by the Treasurer of CCCEA to the college board from the pay of those Unit Members who individually and voluntarily make such a request by filing with the college a written Check-Off Authorization Form.

Deductions with respect to a Unit Member shall commence as of the pay period beginning at least thirty (30) days following receipt by the college of the completed Check-Off Authorization Form. CCCEA shall notify the college board in writing of any changes in its dues at least sixty (60) days prior to the effective date of such change.

The dues deducted, if any, shall be remitted by the college to the Treasurer of CCCEA within thirty (30) days following the end of each pay period. Accompanying each remittance shall be a list of the CCCEA members from whose wages such deductions were made and the amounts deducted.

The college shall not be responsible for making any deduction for dues if a CCCEA member's pay within any pay period, after deductions for withholding tax, Social Security, retirement, health insurance, and any other mandatory deductions required by law, is less than the amount of authorized CCCEA dues deductions. In such event, it will be the responsibility of CCCEA to collect for that pay period directly from the member.

The college and the college board's responsibility for deducting dues, if any, from a CCCEA member's salary shall terminate automatically upon: (1) revocation of the member's prior Check-Off Authorization; or (2) cessation of the authorizing CCCEA member's employment; or (3) the transfer or promotion of the authorizing CCCEA member out of the bargaining unit; or (4) the expiration of this agreement provided that the board will, in the case of a terminating or transferred employee, deduct from his/her final salary payment the amount necessary to complete payment of annual dues.

CCCEA and its executive officers and members, shall and the same do hereby agree, jointly and severally, to indemnify, defend, and hold the college and the college board, its members, officials, agents, and representatives harmless from and against any and all claim, demand, suit or any other form of liability or cause of action (monetary or otherwise), including attorney's fees and costs, arising from any action taken or omitted by the college, the college board, its members, officials, agents, or representatives in complying with this section, or in reliance upon any notice, letter, or written authorization furnished to the college or the college board. CCCEA assumes full and sole responsibility for all monies deducted pursuant to this section upon remittance to the CCCEA Treasurer. The association shall promptly refund to the CCCEA members any funds received pursuant to this section which are in excess of the amount of dues which the college has agreed to deduct.

The college will not deduct any CCCEA fines, penalties, or assessments from the pay of any CCCEA member.

A R T I C L E X I X

Association Rights:

The college and CCCEA agree that all full-time faculty members have the right to form, join, and participate in or to refrain from forming, joining, or participating in any employee organization of their choice for any lawful purpose. The college and CCCEA agree not to deprive any full-time faculty member of any right granted to him/her by state statutes allowing employees to organize for collective bargaining.

A R T I C L E X X

In-Service Training:

The college will provide and schedule four days each college year of professional development for the full-time teaching faculty. The administration will arrange for the programs and schedules. The faculty, in their commitment to education, will participate and receive this training during contract time.

A R T I C L E X X I

Tuition Benefit:

The college will allow full tuition-only remissions for all full-time teaching faculty, their spouse, and dependent children for Central Community College credit courses. The participant will pay for all student facility use fees, service fees, and all other fees charged. In addition, the participant will pay the total of any special charges assessed for a specific course or program. Educational costs for an avocational/recreational course shall be paid in full by the participant.

A R T I C L E X X I I

Professional Growth and Development:

The college encourages instructors to continue their professional development through educational activities and experience. The employee has the responsibility to acquire needed educational activities for professional growth and development on the employee's own time and at the employee's own expense; however, the college will assist when the college deems it essential and when funds are available to send employees to workshops for educational activities related to a faculty member's teaching program.

A R T I C L E X X I I I

Optional Contract:

Full-time faculty members may request a shortened contract for the current contract year. If such a request is approved, the contract salary will be adjusted as follows:

$$\frac{\text{Current contract year base X number of days in shortened contract}}{190}$$

A request shall be submitted by the faculty member to the administration prior to November 1 of the current contract period. The board reserves the right to approve or disapprove all requests. This option is not subject to the grievance procedure.

A R T I C L E X X I V

Early Retirement Incentive:

I. Full-time teaching faculty upon reaching the age of 55 shall be entitled to the following retirement incentive:

   (65 - Current Age) X 10% of Base Salary = Retirement Incentive

II. Full-time teaching faculty expecting to receive early retirement incentives must give notice in writing of early retirement for the ensuing year to the College President two (2) months prior to the end of the current contract year. Full-time teaching faculty shall receive such incentive payment in one lump sum, no sooner than September 1 and no later than September 15.

III. Payments shall be subject to federal and state taxes and social security deductions.

IV. Current age shall be the age of the individual at the end of the current contract period.

V. Eligibility requirement is a minimum of ten years full-time teaching service with the last five years being continuous.

A R T I C L E X X V

Continued Employment Incentive:

Upon application, full-time teaching faculty will receive a single, lump-sum payment equal to 5 percent of his/her annual contract base salary after 20 years of continuous full-time employment with Central Community College.

Such payment will be made on the last day of the month following the month in which 20 years of continuous service was celebrated. The personnel

office will certify applications. Payments are subject to payroll taxes only and are not subject to the college fringe benefit programs.

This continued employment incentive will expire on August 14, 1989. Qualified faculty members may elect to receive the continued employment incentive or early retirement incentive. In consideration of the termination of the continued employment incentive as of August 14, 1989, the board shall institute an early retirement incentive payment as set forth in Article XXIV. Those who elect to receive continued employment incentive payments after August 14, 1986, and up to August 14, 1989, will have the amount of payment received deducted from an early retirement incentive payment if they also elect to take an early retirement.

DUES DEDUCTION AUTHORIZATION FORM

TO: Central Community College Board of Governors

FROM: _____
(Name of Teacher)

I hereby authorize the Board of Governors to deduct from my earnings each college year an amount sufficient to provide for the payment of annual dues for the teacher organizations checked below. Such amount to be deducted in _____ equal installments, one such installment to be deducted in the _____ pay period and one in each of the _____ succeeding pay periods. Should my employment, for any reason, be discontinued before _____ installments have been deducted, I hereby authorize the board to deduct from my final salary payment whatever amount is necessary to complete payment of annual dues for the teacher organization below. I further authorize the board to transmit monies so deducted to the treasurer of the organization. I understand that the board will not interrupt such deductions during the college year but will, upon written request of the undersigned, discontinue such deductions at the beginning of any college year, provided that such request is filed with the board at least thirty (30) days prior to the date that first salary payment of that year is scheduled to be made. I hereby waive all rights and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the board and all its officers or representatives from any liability therefor.

Teacher Organization:

Central Community College
Education Association Total $ _____

Installment Payment $ _____

Dated: _____, 19 ____

Teacher's Signature: _____

Address: _____

NE

MID-PLAINS TECHNICAL COMMUNITY COLLEGE AREA BOARD
and
MID-PLAINS EDUCATION ASSOCIATION

NEGOTIATED AGREEMENT
for
1989-1990
1990-1991

Mid-Plains Education Association ratified on August 23, 1989

Mid-Plains Technical Community College Area Board ratified on August 23, 1989

Susan Koch
President
Mid-Plains Education Association

President
Mid-Plains Technical Community College Area Board

THE PARTIES AGREE AS FOLLOWS:

Salaries:

The settlement of salaries for professional, full-time, 9-month contract personnel shall be:

1989-90 - A salary schedule with a base of $18,750 for a Masters Degree with $540 increments both horizontally and vertically, with a maximum of twenty (20) steps vertically. See Attachment A. There will be one vertical step provided for those who are not presently on Step 20 of the schedule.

1990-91 - A salary schedule with a base of $20,450 for a Masters Degree with $540 increments both horizontally and vertically with a maximum of twenty (20) steps vertically. See Attachment B. There will be one vertical step provided for those who are not presently on Step 20 of the schedule.

Studies:

The following studies shall be completed during this contract period:

A. Sabatical Leave to be completed by January 1, 1990.
B. Early Retirement to be completed by January 1, 1990.
C. Health Insurance

This study shall be conducted by an Ad Hoc Committee. MPEA members will be invited to participate on the committee. A written report will be submitted at the completion of the study to the Area President.

Overload Salaries:

Full-time instructors will be compensated at a rate of $300 per credit hour of instruction at both colleges for credit hours in excess of 30 semester hours per year for 1989-90 college year, and at a rate of $325 per credit hour for the 1990-91 college year.

Payment date for Summer School and Inter-Term will be mutually agreed upon between the MPEA and the Mid-Plains Technical Community College Area.

Mileage:

Mileage for use of personal vehicles shall be set at $.20 per mile.

Travel Time for Satellite Courses:

Travel time for satellite courses shall be set at $7.50 per hour of travel time.

Extra Duty Pay:

Compensation for head coaching duties shall be equalized at both colleges per major sport. The major sports will be as follows: girl's basketball, girl's volleyball, boy's basketball. Golf will be classified as a minor sport. Compensation for the coaching of a major sport will be $1,500 per major sport and compensation for coaching a minor sport will be $500 per minor sport.

Grievance Policy:

As per Policy #4150 in the Mid-Plains Technical Community College Area Policy Manual - Revised October 30, 1980.

Mid-Plains Technical Community College Area Board
Mid-Plains Education Association
Negotiated Agreement for 1989-90 and 1990-91

Health Insurance:

The Area Board agrees to make available Blue Cross/Blue Shield group health insurance program or equivalent coverage and to contribute full single and family premiums for all full-time faculty members. Should an employee be placed on disability, the Mid-Plains Technical Community College Area will pay the health insurance premium during the 30 month waiting period, before the employee is covered by Medicare. The Area Board retains the right to change comparable coverage or otherwise provide the coverage upon mutual consent of the two bargaining groups.

The Board will provide a rider to the Medical Insurance policy to allow faculty members retired by age to continue to belong to the Medical Insurance group. After a person is retired by age, he or she will be billed quarterly for the premium by the health insurance company.

Sabbatical Leave:

The Mid-Plains Area Board of Governors will grant a sabbatical leave for one (1) year with the following conditions:

Five (5) years of consecutive full-time service to the Area must be completed prior to the application for a sabbatical leave.

The requests for sabbatical leave must be submitted prior to January 1, prior to the year in which the sabbatical leave is requested.

The professional employee on sabbatical leave shall not be given credit for longevity for pay purposes for the period the professional employee is absent from the Area.

A qualified replacement, if necessary, must be secured in order for a sabbatical leave to be granted.

The Area shall not contribute to the payment of salary or fringe benefits while the professional employee is on leave from the college.

Sabbatical leave will be granted for educational purposes only.

Long Term Disability and Life Insurance:

The Mid-Plains Board of Governors agrees to make available a group long-term disability insurance program to include term life insurance for full-time faculty members under contract with the Mid-Plains Technical Community College Area. The amount of life insurance for the employee and his dependents shall not exceed $20,000 and $1,000 respectively.

The Mid-Plains Board of Governors retains the right to change comparable coverage or otherwise provide for coverage upon mutual consent of the two bargaining groups.

Hiring Guidelines: New Personnel with five (5) years or more teaching experience shall be compensated at the same amount as present personnel with comparable education and experience.

A maximum of five (5) years of prior teaching experience will be allowed for initial placement on the schedule.

Classification of Disability: Termination of a person on disability shall take place on April 15 of the year following the disability. The Administrator and/or faculty member may request and the Board of Governors can approve the extension of the waiting period, shall it be deemed necessary.

Leave of Absence: As per Policy #4143 in the Mid-Plains Technical Community College Area Policy Manual.

Professional Leave: Leave may be granted to faculty members to attend professional meetings.

Personal Leave: Personal leave of five (5) days per contract period may be allowed each full-time faculty member for the purpose of the transaction of personal business, without loss of pay. Notice in writing requesting the absence is to be submitted to the President of the College. If possible, the notice shall be given a minimum of two (2) days prior to the requested date.

Retirement: The Area Board agrees to make available TIAA-CREF Group Retirement Program and will contribute an amount equal to the faculty contribution, but shall not exceed six percent (6%). The Area Board retains the right to change trustees or otherwise provide for a retirement plan if mutually agreeable to both the Association and the Board.

Sick Leave: Faculty members of the Mid-Plains Technical Community College Area will be granted sixty (60) days sick leave each year. The faculty at Mid-Plains Community College, McDonald-Belton Campus, have the option to use their accumulated sick leave before applying for their disability.

Sick leave may not be used for any purpose other than treatment and convalescence necessitated by disability and/or illness of the employee, spouse, or child.

In case of sick leave absence, the employee may be required to present to the administration a physician's statement of physical condition.

Bereavement Leave: Bereavement leave will be granted for the death of spouse, child, brother, sister, father, mother, grandparent, guardian, in-laws, grandchildren, or any other relative who is a permanent resident in the employee's home. The bereavement leave shall be cleared through the President's office. The number of days of leave will be determined for each request. Consideration will also be given for bereavement leave to attend the funeral of other family members or close friends.

ATTACHMENT A

	MA	12	24	36	48	60	PHD
0	18,750	19,290	19,830	20,370	20,910	21,450	21,990
1	19,290	19,830	20,370	20,910	21,450	21,990	22,530
2	19,830	20,370	20,910	21,450	21,990	22,530	23,070
3	20,370	20,910	21,450	21,990	22,530	23,070	23,610
4	20,910	21,450	21,990	22,530	23,070	23,610	24,150
5	21,450	21,990	22,530	23,070	23,610	24,150	24,690
6	21,990	22,530	23,070	23,610	24,150	24,690	25,230
7	22,530	23,070	23,610	24,150	24,690	25,230	25,770
8	23,070	23,610	24,150	24,690	25,230	25,770	26,310
9	23,610	24,150	24,690	25,230	25,770	26,310	26,850
10	24,150	24,690	25,230	25,770	26,310	26,850	27,390
11	24,690	25,230	25,770	26,310	26,850	27,390	27,930
12	25,230	25,770	26,310	26,850	27,390	27,930	28,470
13	25,770	26,310	26,850	27,390	27,930	28,470	29,010
14	26,310	26,850	27,390	27,930	28,470	29,010	29,550
15	26,850	27,390	27,930	28,470	29,010	29,550	30,090
16	27,390	27,930	28,470	29,010	29,550	30,090	30,630
17	27,930	28,470	29,010	29,550	30,090	30,630	31,170
18	28,470	29,010	29,550	30,090	30,630	31,170	31,710
19	29,010	29,550	30,090	30,630	31,170	31,710	32,250
20	29,550	30,090	30,630	31,170	31,710	32,250	32,790

ATTACHMENT B

	MA	12	24	36	48	60	PHD
0	20,450	20,990	21,530	22,070	22,610	23,150	23,690
1	20,990	21,530	22,070	22,610	23,150	23,690	24,230
2	21,530	22,070	22,610	23,150	23,690	24,230	24,770
3	22,070	22,610	23,150	23,690	24,230	24,770	25,310
4	22,610	23,150	23,690	24,230	24,700	25,310	25,850
5	23,150	23,690	24,230	24,770	25,310	25,850	26,390
6	23,690	24,230	24,770	25,310	25,850	26,390	26,930
7	24,230	24,770	25,310	25,850	26,390	26,930	27,470
8	24,770	25,310	25,850	26,390	26,930	27,470	28,010
9	25,310	25,850	26,390	26,930	27,470	28,010	28,550
10	25,850	26,390	26,930	27,470	28,010	28,550	29,090
11	26,390	26,930	27,470	28,010	28,550	29,090	29,630
12	26,930	27,470	28,010	28,550	29,090	29,630	30,170
13	27,470	28,010	28,550	29,090	29,630	30,170	30,710
14	28,010	28,550	29,090	29,630	30,170	30,710	31,250
15	28,550	29,090	29,630	30,170	30,710	31,250	31,790
16	29,090	29,630	30,170	30,710	31,250	31,790	32,330
17	29,630	30,170	30,710	31,250	31,790	32,330	32,870
18	30,170	30,710	31,250	31,790	32,320	32,870	33,410
19	30,710	31,250	31,790	32,320	32,870	33,410	33,950
20	31,250	31,790	32,330	32,870	33,410	33,950	34,490

Extra Activity Compensation: Compensation for sponsorship of twelve extra activities shall be at a rate of $150 per activity and should more than one person sponsor an activity, the money is to be divided. The activities covered by the agreement are: Mid-Plains Community College - (1) Phi Theta Kappa, (2) Scribes, (3) Circle K, (4) Rodeo Club, (5) Criminal Justice Club. At McCook Community College the activities are - (1) Phi Theta Kappa, (2) Circle K, (3) M Club, (4) Home Economics Club, (5) Phi Beta Lambda, (6) Ag Club, (7) Student Senate.

Faculty Development: The Area Board will pay tuition and fees for instructors who take credit classes in their related field, while teaching full-time and not on sabbatical leave. Credit classes can either be offered during Summer School or classes offered on or off campus of an accredited four-year institution.

Tuition Waiver: The Area will provide the continuation of the waiver of tuition for retired or disabled faculty members, spouse, or dependent children. The Area will also provide the continuation of the waiver of tuition for spouse and dependent children of deceased faculty members.

Faculty Forum: The Agenda for the monthly Board of Governors meeting will include a 15 minute segment known as Faculty Forum.

Management Rights: It is agreed by and between parties that those items resolved by negotiations represents the sole and exclusive understanding by and between parties relative to wages, hours, days and conditions of employment existing during the negotiated period. The parties recognize the right of management to conduct the business of the employer and to direct their working force, and the employer subject only to the express terms and conditions hereof, shall have and does hereby expressly reserve the right to determine all issues relating to wages, hours, days and conditions of employment not expressly resolved by negotiations including, but not limited to, the right to fire and layoff employees, to classify, or discharge them for cause, and in general to maintain discipline, order and efficiency. The employer reserves the right to publish reasonable rules and regulations from time to time as it may deem necessary and appropriate for the conduct of its business, and may do so provided only that the same are not inconsistent with the express terms as resolved by negotiations.

All items relating to professional personnel not explicitly negotiated during that 1989-90 and 1990-91 contract period shall remain intact as stated in the Area Policy Manual for the contract period.

Contract Period: This agreement shall remain in effect for the 1989-90 and 1990-91 contract period for payment of salaries until replaced by another agreement between the two bargaining groups.

Hospitalization

The Area Board agrees to make available Blue Cross-Blue Shield group health insurance program or equivalent coverage and to contribute full single and family premiums for all full-time faculty members. Should an employee be placed on disability, the Mid-Plains Technical Community College Area will pay the health insurance premium during the thirty (30) month waiting period, before the employee is covered by Medicare.

The Area Board will provide a rider to the Medical Insurance policy to allow faculty members retired by age to continue to belong to the Medical Insurance group. After a person is retired by age, he or she will be billed quarterly for the premium by the health insurance company.

The Area Board retains the right to change comparable coverage or otherwise provide for coverage upon mutual consent of the two bargaining groups. (Mid-Plains Education Association ratified on July 19, 1976; Mid-Plains Technical Community College Area Board ratified on July 28, 1976.)

Any employee who chooses not to belong to the health insurance program will not receive the amount of money contributed toward this insurance by the Area in cash.

AGREEMENT

Southeast Community College
Faculty Association

and

Southeast Community College
Board of Governors

Contract Year 1989 - 90 and 1990 - 91

CONTENTS

	Page
Preamble	1
Recognition	2
Negotiation Procedure	3
Special Provisions	4
Article 1	
Grievance Procedure	5
Article 2	
Check-Off	10
Article 3	
Management Rights	12
Article 4	
Association Use of College Facilities and Bulletin Boards	14
Article 5	
Anti-Discrimination	15
Article 6	
Paychecks	16
Outside Employment	16
Personal Leave	16
Civic Leave	17
Jury Duty	17
Military Leave	17
Professional Growth and Conferences	17
Sick Leave	18
Leave of Absence Due to Disability	19
Bereavement Leave	20
Personnel File Information	21
Education and Training Leave	22
Tuition Remission Policy for Members and Dependents	22
Article 7	
Board Meeting Attendance by Representatives of Faculty Association	24
Article 8	
Health Insurance	25
Long Term Disability Insurance	25
Retirement Plan	25
Life Insurance	25
Salary Plan	26
Basic Salary Increase	26
Equalization Adjustment	26
Optional Cash Fringe Benefit	26
Tuition Reimbursement	26
Safety Eye Wear	27
Employee Assistance Program	27
Reimbursement Account	27
Agreement for Contract Year 1990-91	28

P R E A M B L E

This Agreement entered into this ____ day of _____, by and between THE SOUTHEAST COMMUNITY COLLEGE BOARD OF GOVERNORS acting for and on behalf of the Southeast Community College, hereinafter referred to as "the College" and THE SOUTHEAST COMMUNITY COLLEGE FACULTY ASSOCIATION, an unincorporated association of full-time faculty members of the Southeast Technical Community College, hereinafter referred to as "the Association".

This Agreement entered into by and between the College and the Association has as its purpose the promotion of harmonious relations between the College and the Association; and the establishment of an equitable and peaceful procedure for the resolution of difference as provided by the statutes of the State of Nebraska currently in effect and as revised in the future.

It is the intent of the parties to comply with the provisions of Chapter 48 R.R.S. adopted by the Nebraska Legislature and through a system of College-Association cooperation provide for the well-being of members and maintain high standards of performance on behalf of the public.

The Association recognizes the prerogative of the College to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority which the College must retain in order to properly operate and manage its affairs as required by law.

Except as expressly provided otherwise by the terms of this Agreement, the College reserves and retains full right and authority and discretion in the proper discharge of its duties and responsibilities to control, supervise and manage the College and its professional staff, to determine and administer educational policy, to operate the College and to direct the professional staff, and otherwise retain the rights, authority and discretion which are exclusively vested in the College under governing law, rules and relations as set forth in the Constitution and Laws of the State of Nebraska and of the United States.

R E C O G N I T I O N

The College agrees to recognize exclusively the Southeast Community College Faculty Association for the purposes of representing all full-time faculty members serving on one of the three campuses at Lincoln, Milford, or Beatrice, excluding all part-time faculty, clerical, supervisory or administrative personnel. This recognition is pursuant to Case No. 399, Representation Case 135 of the Nebraska Commission of Industrial Relations.

For purposes of this Agreement, "full-time faculty member" shall mean a member of the College faculty having a contract with the College for not less than 177 days of required duty.

N E G O T I A T I O N P R O C E D U R E

So long as the Association continues to represent full-time faculty members, negotiations for a successor agreement shall be conducted utilizing the following procedure:

1. By February 1, 1991, and each year thereafter, the Association shall transmit to the Area President of the College, a letter notifying the College of the Association's desire to modify this Agreement or any part thereof. The College shall notify the Association by March 1, 1991, and each year thereafter, whether or not it wishes to modify all or part of the Agreement.

2. In the event such notice is given, negotiations shall begin as soon thereafter as agreed by the parties.

3. During negotiations, the College and the Association will present relevant data, exchange points of view and make proposals and counterproposals.

4. Upon written request of either party, the other will make available for inspection its records and data pertinent to the subject of negotiations, not otherwise prohibited by law.

5. Either party may utilize the services of outside consultants and may call upon professionals or lay persons to assist in negotiations.

6. Negotiations shall be conducted in closed and executive session.

7. The Agreement shall be reduced to writing submitted to the College and the Association for ratifications and following ratification shall be signed by the parties.

8. Should an impasse develop, the parties shall use the Statutes relative to the Commission of Industrial Relations. By mutual agreement, when impasse is evident, the parties may employ the services of a trained mediator.

S P E C I A L P R O V I S I O N S

1. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties, in written and signed amendment to this Agreement.

2. Any and all individual contracts between the "College" and "Members" involving topics covered by this Agreement shall be subject to and consistent with the Agreement.

3. No provision of the College personnel handbook as it applies to Association members shall be contrary to or inconsistent with the applicable provisions of this Agreement.

4. If any provision of this Agreement, or any application of the agreement to any Member or group of Members, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.-

5. Copies of this agreement entitled "Professional Agreement Between the College and the Association" shall be printed by the College at the mutual expense of both parties within thirty (30) days of the signing of this Agreement and shall be made available to the Association. Either party, however, may at its discretion distribute copies of the agreement to such other persons as it may desire.

6. This Agreement shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1991, or thereafter until a new agreement is implemented.

7. All Members will receive equal consideration under this Agreement without regard to age, sex, marital status, race, color, creed, religion, disability, national origin or political affiliation.

ARTICLE I

GRIEVANCE PROCEDURE

It is the intent of the College to provide employees with both informal and formal procedures for processing employe grievances that pertain to alleged improper application of employment policies or practices and against discrimination on the basis of age, sex, marital status, race, color, creed, religion, handicap, national origin or political affiliation. All persons shall be free from any and all restraint, interference, coercion or reprisal on the part of their associates or supervisors in making a complaint or appeal.

Informal Procedure

The informal procedure as the term would imply is a procedure whereby an employee who believes there has been misapplication of policy can informally discuss differences or problems with one's immediate supervisor for the purpose of seeking a resolution of the problem or difference.

Formal Procedure

The formal procedure shall be available to all employees of the College and is designed to ensure the employee's grievance will be received and resolved as expediently as possible and at the lowest possible level of administrative authority.

Section 1 - Definitions

A. Grievance: shall be defined to mean any dispute or controversy between the employee(s) of the College and the College whereby there has been an alleged violation or inequitable application of contract or College policy. The term "grievance" shall not apply to any matter in which the Board of Governors is without authority to act.

B. Aggrieved employee or grievant: shall be defined as the employee(s) making the complaint.

C. Party in Interest: shall mean the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

D. Days: shall be defined to mean calendar days excluding Saturdays, Sundays or the actual day of a holiday.

E. Board: shall be defined to mean the Board of Governors of Southeast Community College

F. Association: shall be defined to mean the Southeast Community College Faculty Association.

Section 2 - General Provisions and Procedures

A. Time Limits: to be valid, grievance must be filed within five (5) days after the occurrence of the act or omission giving rise to the alleged grievance; provided, however, if the grievant could not have reasonably gained knowledge of the occurrence of such act or omission within said five (5) day period, the grievance shall be raised within five (5) days from the date the grievant could have reasonably gained knowledge thereof; but, in no event, more than twenty (20) days from the occurrence giving rise to the grievance. The time period may be extended by mutual agreement of the parties. When referred to, days shall not include Saturdays, Sundays, or the actual day of a holiday. The time limits provided for in this Article shall be strictly construed and the failure of any moving party to meet the time limits listed in this Article relative to resubmittal of the grievance shall constitute an unconditional acceptance of the remedy promulgated at the last step, or shall constitute a withdrawal of the grievance, whichever is appropriate. However, either party may request a waiver of the time limits, which such request shall not be unreasonably withheld.

B. Except as provided for in Section F below: at least one Association representative may attend any meetings, hearings, appeals, or other proceedings related to a grievance filed by an association member at all levels of the grievance after it has been formally presented in writing.

C. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration.

D. At any step of the grievance procedure, either party may have representatives of their choice present.

E. At any step after Step 1 of Section 4 of the grievance procedure, either party shall have the right to bring in witnesses to participate in the hearing.

F. Nothing contained herein shall be construed to prevent any Association member from presenting a grievance and having the grievance adjusted without the intervention of the Association. A grievance may be withdrawn at any level.

G. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

H. All meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives.

I. In the course of any investigation of any grievance, duly designated representatives of the employer or the

Association investigating such grievance will report to the Campus Director and state the purpose of the visit. The Campus Director shall cooperate fully with the designated representative in determining the facts of the grievance.

J. If, in the judgment of the Association, a grievance affects a group or class of Association members, the Association may submit such grievance, in writing, to the Campus Director directly, and the processing of the grievance shall commence at Step 3 of Section 4.

K. A single grievance form shall be used in processing grievances and is attached hereto as Appendix A.

L. No reprisals of any kind shall be taken by the College against any party in interest, any representative, any employee, or any other participant in the grievance procedure by reason of such participation, and no final action shall be taken by the College on any issues or actions which are in the grievance process.

Section 3 - Informal Procedure

All employees initially are encouraged to use the following informal process.

Step 1. Within five (5) working days contact one's immediate supervisor and ask to discuss the alleged grievance.

Step 2. Within three (3) working days after presentation of grievance, the supervisor will render a decision orally.

Step 3. If the alleged grievance is not resolved at the immediate level of supervision, the appropriate next level of supervision may be contacted and the same informal discussion procedure followed.

Step 4. If the alleged grievance is not resolved at that appropriate level of supervision, the Campus Director may be contacted and the same informal discussion procedure indicated in Section 3, Step 2 will be followed.

Step 5. If the alleged grievance cannot be resolved at the Campus Director level, the formal grievance procedure may be initiated.

Section 4 - Formal Procedure

Step 1. An employee with a grievance shall, within five (5) days, discuss it with his immediate supervisor and/or supervisors, either individually, or accompanied by a representative with the objective of resolving the matter informally.

Step 2. If, within five (5) days of the informal presentation, the grievant is not satisfied with the disposition of the grievance at Step 1, or, if no decision has been rendered within five (5) days after the informal presentation, the grievant shall complete the grievance form and submit it to the immediate supervisor and/or supervisors. Within five (5) days of receiving the grievance form, the immediate supervisor and/or supervisors shall render a written decision by completing the "Decision Section" of the grievance form. A copy shall be forwarded to the grievant. (Grievance Form, Appendix A.)

Step 3. If the complaint is not resolved by action in Step 1 or 2, the grievant has five (5) days to file the complaint with the next level of supervision, or, if no further level of supervision exists, then with the Campus Director. The supervisor or Campus Director, as the case may be, shall within five (5) days report, in writing, an opinion and recommendation to the grievant.

Step 4. If the problem is not resolved in Steps 1, 2, or 3, or, unless the complaint was submitted to the Campus Director by reason of there being no next immediate supervisor, the complaint shall be submitted within five (5) days to the Campus Director who shall, within ten (10) days put in writing his opinion and recommendation to the grievant.

Step 5. If the problem is not resolved in Steps 1, 2, 3, or 4, the grievant may submit his grievance to the Area President within ten (10) days of his receipt of the decision of the Campus Director. The Area President shall report, in writing, within ten (10) days his decision to the grievant.

Step 6. A complaint not settled in Steps 1, 2, 3, 4, or 5, which the grievant wishes to pursue may be appealed to the Board by filing within ten (10) days of the receipt of the Area President's decision, a complaint with the Chairman of the Board of Governors. The Board shall arrange a hearing within thirty (30) days after the receipt of the appeal. The hearing will consist of the entire Board, or, as many members of the Board as may be designated by the Board Chairman. The Board shall arrange a time and place to take evidence, and hear the grievance and shall issue its decision within ten (10) days after such hearing. A transcript of the proceedings of the meeting may be made and the cost shall be borne by the party requesting such transcript.

Section 5 - Grievance Representative

1. Members of the Southeast Community College Faculty Association selected by the Association to act as Association Representatives within the context of the grievance procedure, shall be known as "Association Grievance Representatives." The names of Association Members selected as Association Grievance Representatives for the ensuing year shall be certified in

writing to the Area President by the Association no later than September 1 of each year.

2. One Association Member on each of the campus locations of Beatrice and Milford shall be designated by the Association as Association Grievance Representative. On the Lincoln Campus one Association Member shall be designated by the Association from the various departments as follows: Health Occupations (1 representative), Trades and Industry (1 representative), Penal Complex (1 representative), and all other instructional departments (1 representative) to serve as Association Grievance Representative.

3. When requested by an Association Member, an Association Grievance Representative may investigate any alleged or actual grievance in his assigned area of responsibility and assist in its presentation. The Representative shall be allowed reasonable time as provided for in Section 4 following, for this purpose during working hours without loss of time or pay upon notification and approval of his immediate supervisor who shall not unreasonably withhold approval. The Association will, as a general practice, attempt to process grievances after the regular work day or at other times which do not interfere with assigned duties.

4. The Association Grievance Representatives may use time during their regular work hours for investigating grievances or attending grievance meetings with prior approval, and will be paid their regular hourly rate for such time lost up to a maximum of one hour per grievance per week, but not to exceed a total of three hours per week. All Association Grievance Representatives will be considered to be on a regular eight hour shift as far as grievance pay is concerned. If circumstances justify such action, the time limitations noted above may be extended upon approval of the Association Grievance Representative's immediate supervisor outside the bargaining unit; provided, that such approval shall not be unreasonably withheld.

5. No Association Grievance Representative or other Association officer shall leave his regularly assigned work area to investigate a grievance without first notifying his supervisor, or, in the absence of his supervisor, the person in charge.

ARTICLE II

CHECKOFF

Section 1.

The College agrees to provide for payroll deduction of Association dues and other Association special service programs. This total amount, to be deducted in equal installments beginning July 1, shall be transmitted to the Treasurer of the Southeast Community College Faculty Association on the first working day of each month.

Section 2.

The Association shall provide a current copy of its Constitution and By-Laws to the College Area Business Office. The Association shall notify each member of the amount of a change in dues prior to informing the College of the amount of the change. Such fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each Member and the Association hereby authorize the College to rely on and to honor certifications regarding the amounts to be deducted and the legality of the adopting action specifying such amount of Association dues together with a copy of such authorization from the Association. The amount of the individual dues shall from time to time be certified in writing by the Association President to the College Area Business Office.

Section 3.

The College agrees to provide the withholding of dues and pay-out of those dues to the Treasurer of the Association without a service charge to the Association.

Section 4.

The authorization for payroll deduction shall be in the following form:

Southeast Community College Faculty Association to Southeast Community College

Campus_____

_____
Member's Name (Last) (First) (Middle)

_____
Address

_____
Social Security Number

Effective: _____

I hereby authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly Association fees established by the Southeast Community College Faculty Association. The amount shall be certified in writing by the Association President to the College Area Business Office and any change in such amount shall be certified in a similar manner. The amount deducted shall be paid to the Treasurer of the Association. This deduction may be terminated thirty (30) days after written notice to the Southeast Community College Faculty Association or upon termination of my employment.

_____
Member's Signature

Section 5.

The Association agrees to indemnify and hold the College harmless against any and all claims, suits, orders or judgments brought or issued against the College as a result of any action taken or not taken by the College under the provisions of this Article.

ARTICLE III

MANAGEMENT RIGHTS

Section 1.

It is understood and agreed by the parties that the College possesses the right to operate the College so as to carry out the statutory mandate and goals assigned to the College and that all management rights repose in management. It is also understood, however, that such rights will be exercised consistent with the other provisions of this Agreement.

Section 2.

These management rights include, but are not limited to the following.

1. To utilize personnel methods and means in the most appropriate manner and to establish position classifications;

2. To manage and direct the employees of the College;

3. To hire, promote, transfer, or assign employees in positions within the College;

4. To establish reasonable work rules and rules of conduct;

5. To suspend, demote, discharge or take other appropriate disciplinary action against employees consistent with Nebraska law.

6. To determine the size and composition of the work force and in accordance with Nebraska law reduce the number of employees in the event of lack of work or funds or under conditions where management believes that continuation of such work would be inefficient or nonproductive;

7. To determine the mission of the College and the methods and means necessary to efficiently fulfill that mission, including the contracting out for or the transfer, alteration, curtailment or discontinuance of any goods or service. The provisions of the Section will not be used for the purpose of undermining the Association or discrimination against any of its members;

8. To establish the calendar of the College; and

9. To determine the nature, type and kind of classes or courses to be taught.

Section 3.

Except as otherwise provided in this Agreement, all rights and authority of the College prescribed by law or stated in this Agreement are retained. This Agreement covers all subjects of bargaining and there shall be no duty on either party to bargain collectively for the duration of this Agreement.

ARTICLE IV

ASSOCIATION USE OF COLLEGE FACILITIES AND BULLETIN BOARDS

Section 1.

The Association may transact official Association business on College property at reasonable times which will not interfere with normal College operations.

Section 2.

In transacting its business, the Association may use College facilities in accordance with the same procedures that College facilities are available for public use.

Section 3.

The Association may use College mail boxes, where available, for the purpose of communicating with Association members.

Section 4.

The Association may use designated College bulletin boards for the purpose of communicating Association business to members. The following bulletins and notices are eligible:

1. Notices of Association meetings.

2. Notices of Association elections and results.

3. Notices of Association recreational and social activities.

The Association agrees to use bulletin boards only for the posting of bulletins and notices which comply with the aforementioned guidelines.

ARTICLE V

ANTI-DISCRIMINATION

Section 1.

The provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, religion, disability, national origin, or political affiliation.

Section 2.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3.

Employees shall have the right to join and participate in, or to refrain from joining and participating in the Association. There shall be no discrimination, interference, restraint, or coercion by the College or the Association against any employee because of membership in, or nonmembership in, the Association.

Section 4.

The Association recognizes its responsibility as bargaining representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE VI

POLICIES AND CONDITIONS OF EMPLOYMENT

Section 1 - Paychecks

Members shall be paid in twelve equal installments paid on the last weekday of the month, provided, however, should such weekday be a holiday, then the members shall be paid on the weekday immediately preceding the holiday. For the purposes of this Agreement, a weekday shall be Monday through Friday.

Section 2 - Outside Employment

No member shall engage in any outside employment which will interfere with his or her ability to carry out their responsibilities to the College. The member shall advise the Campus Director of such proposed outside employment, the nature and extent of the outside employment in writing. The decision of the Campus Director shall be final if there is a question or whether the outside employment interferes with College responsibilities.

Included in such writing shall be a statement absolving the Southeast Community College of liability of any kind, resulting from such outside employment. The College may, at its discretion, request that the employee:

1. Notify the third part of the independent nature of this employment--specifying that the College be held harmless of any or all liability.

2. Supply other information or provide protection to the College as is warranted by the circumstances.

Section 3 - Personal Leave

Employees will be eligible for two (2) days of personal leave with pay per fiscal year upon approval by the campus director.

Personal leave may be requested for any reason the employee deems necessary.

Personal leave may not be taken for less than one hour for the first hour; however, beyond the first hour personal leave may be taken in increments of one-half hour.

Personal leave requests must be submitted in writing to the campus director, with forty-eight (48) hour advance notice when possible. The reason for such leave need not be given.

The request for personal leave may be denied if granting the request would cause the operations of the College to be impaired

as a result of the number of such requests already submitted and approved.

Section 4 - Civic Leave

A member elected to public office shall be granted civic leave not to exceed two days per month. Such leave shall be without pay.

Section 5 - Jury Duty

Members are encouraged to fulfill their citizenship obligation of jury duty. Their salary will continue for time spent in jury service, provided, however, that Members serving on jury duty will be compensated at a rate equal to the difference between what they have received for serving on such jury duty and what their normal daily salary would otherwise have been. If a Member, upon reporting for jury duty in the morning learns that he/she is dismissed from jury duty, he/she shall return at once to his/her campus and resume his/her duties or do additional work as assigned for the balance of the day. When he/she is entirely dismissed from jury duty, he/she is directed to report for duty at his/her campus. If an instructor teaches his/her courses in addition to his/her jury duty, he or she should receive the additional compensation from jury duty. This is to be arranged with the Campus Director.

Section 6 - Military Leave

All members who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve and Coast Guard Reserve, shall be entitled to leave of absence from their respective duties without loss of pay and all days during which they are employed with or without pay under the orders of authorization of competent authority in the active service of the State of the United States for not to exceed fifteen (15) workdays in any one calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of this State shall declare that a state of emergency exists and any Member is ordered to active service of the State, an additional leave of absence will be granted until such Member is released from active service by competent authority. During additional leave of absence because of the call of the Governor, any Member subject to the provisions of revised statutes 55-160 R.R.S. 1943, as amended shall receive such portion of his salary or compensation, which will equal the loss he/she may suffer while in active service of the State.

Section 7 - Professional Growth and Conference

A member shall have the opportunity to be granted professional leave for the purpose of visiting other schools to observe other professionals, or for attending professional

conference subject to the approval and direction of the Campus Director and Area President. Such leave shall be for such time and under such conditions as may be determined by the Campus Director and Area President. When a faculty member is in attendance at an approved conference, such faculty member shall not have the obligation of obtaining his/her substitute.

The College encourages the continuing education of its faculty through actual, responsible work experiences in the field in which they teach, consistent with their primary obligations and responsibilities to the College and their students.

Section 8 - Sick Leave

A. Sick leave provisions apply to personal illness, injury, pregnancy, childbirth or related medical conditions, and absence due to the quarantine laws of the State; however, an employee may elect to use accumulated sick leave to assist members of the immediate family* who are incapacitated due to personal illness, injury, pregnancy, childbirth, or related medical conditions, and absence due to the quarantine laws of the State. Sick leave must have the approval of the employee's immediate Supervisor and the Campus Director, or the Campus Director's designee.

*Immediate family is defined as spouse, children, parents, parents-in-law, grandparents, grandchildren, brothers, sisters.

1. Doctor and dental appointments are to be scheduled outside the normal working hours if at all possible. Time for those appointments that must be made during working hours shall be charged against the employee's accumulated sick leave.

2. Individuals employed on contract full-time are allowed twelve (12) days of sick leave during each fiscal year.

3. Individuals employed on contract less than full-time, but three-fourths time or more, are allowed an amount of sick leave days on a proration of the twelve (12) days of sick leave during the fiscal year.

4. Individuals employed on contract full-time who begin employment during the fiscal year, or, who terminate employment during the fiscal year, are allowed a proration of twelve (12) days of sick leave for that fiscal year.

B. The Area Board placed to the credit of each employee the sick leave credit earned prior to the official merger of the Southeast Community College. Persons who have more than eighty (80) days sick leave accrued may use this time in case of illness, but will not accumulate additional time beyond a total of eighty (80) days. As sick leave time is used by those people who have in

excess of an accumulation of eighty (80) days, the total sick leave will be reduced to a point not exceeding the current policy of eighty (80) days.

1. Employee's cumulative sick leave shall be credited with any unused portion of their current sick leave as of June 30 of each year.

2. Employees shall be allowed to accumulate any unused portion of their current sick leave up to a maximum accumulation of eighty (80) days when an employee reaches the maximum days of sick leave, additional days cannot be added unless sick leave is used.

3. Holidays occurring within the period that employee is absent on sick leave shall not be charged against available sick leave days.

4. After current and accumulated sick leave is used, pay for absences due to illness, sickness or disability shall be deducted at the daily rate of pay as computed in accord with the terms of the contract of each employee.

5. An employee absent five (5) days or more may be required to present a written statement from the employee's physician stating that the employee is unable to work.

LEAVE OF ABSENCE DUE TO DISABILITY

After an employee's total accumulated sick leave is used the employee may be placed on leave of absence due to disability, such leave shall be without pay. The College will continue to pay the health insurance premium for the lesser of two (2) calendar years or until age 65, provided that health insurance is not otherwise in effect through the spouse's employment.

1. A leave of absence due to disability shall be granted upon the recommendation of the Campus Director and the approval of the Area President.

2. Persons on leave of absence due to disability shall be required to file with the College a physician's statement setting forth the nature of the disability.

3. The terms and conditions of the leave of absence due to disability shall be agreed to, reduced to writing, and signed by the person requesting the leave of absence without pay and the Area President.

4. The signed memorandum shall include leave beginning date, leave ending date (if this date can be determined,

reassignment conditions, availability of College benefits during time of leave, and other pertinent details.

Section 9 - Bereavement Leave

Upon application, a Member may be granted approved leave for funeral purposes. Such funeral leave will be subject to approval of the Campus Director and Area President and shall be for such time as the Campus Director and Area President shall deem appropriate under the circumstances.

In the event of denial of a request for bereavement leave, the member will receive a written statement specifying the reason(s) for the denial of the request.

Section 10 - Personnel File information

1. Upon receipt of a written authorization from the employee, the College will allow an employee or a designated representative to inspect or copy his or her entire Personnel File or payroll record.

2. Employees will be notified of any information that is placed in his or her Personnel File by persons other than the employee within five (5) workdays. An employee so notified shall have fifteen (15) workdays to respond to any information placed in his or her Personnel Files. Employee responses shall become part of the file.

3. It is understood that such original files themselves cannot be removed from the premises, and the cost of any copies of the files will be assessed to the employee. The charge for any such copies shall not exceed the cost to the College of producing such copies. In determining the cost to the College, there shall be included all costs related to such production, including, if applicable, the cost of the time of the employee who produces the copies.

4. The College agrees to maintain one official Personnel File per individual. It is understood and agreed by the Association that an additional file on an employee may be maintained at the work situs of the particular employee. Upon the specific request to the Personnel Office by an employee or that employee's designated representative, the College will, within five (5) workdays, acquire the information from any file which may be kept at the employee's work situs and place such information in the Personnel File for that employee unless such time is extended by mutual agreement of the parties.

5. No report, letter, or document shall be placed in an employee's file subsequent to the discharge, resignation, or retirement of the employee, unless a copy of such report, letter or document is mailed to the employee at the last known address of the employee, except reports, letters, or documents originated and signed by the employee.

The inclusion of such report in the employee's Personnel File shall not be a grievable issue provided that conditions listed in Paragraph (2) of this section have been complied with. This in no way prevents the employee from taking any recourse he/she would otherwise have, and provided further that nothing contained herein shall be determined to be a waiver by an employee to bring action in a court of competent jurisdiction.

Section 11 - Education/Training Leave

A member of the instructional staff shall have the opportunity to be granted an education/training leave with or without pay subject to the following conditions:

1. No more than 2 members of the instructional staff shall be absent on education/training leave at any one time.

2. All members of the instructional staff shall be eligible to apply after they have served full-time with the College for at least three (3) years.

3. A detailed statement describing the program to be pursued while on leave, the contributions it is expected to make to the staff member's professional improvement and to the staff member's ability to serve the College.

4. The terms and conditions of the leave shall be agreed to, reduced to writing and signed by the person requesting the leave and the Area President.

5. A staff member granted such leave shall sign a note promising repayment of any monies if any monies are received from the College, if during or within a period of time equal to three times the term of the leave the staff member voluntarily resigns from the College.

6. An education/training leave shall be granted upon the recommendation of the Campus Director and the Area President and the approval of the Board of Governors. The granting of education/training leave is at the sole discretion of the Area Board of Governors.

Section 12 - Tuition Remission Policy for Members and Dependents

A member may enroll in any course(s) offered by the College under the following conditions.

1. If the maximum enrollment in the course has not been reached.

2. If the minimum enrollment in the course has been reached.

3. A member shall pay a fee of $1.00 plus the amount of any additional instructional costs (books, laboratory fees and materials).

4. That such course(s) does not conflict with the member's instructional responsibilities with the College.

A spouse or dependent of a member may enroll in any course(s) offered by the College under the following condition.

1. The spouse or dependent shall pay a fee of one-half (1/2) of the normal tuition plus all applicable fees.

(Dependent is defined as a dependent for Federal income tax purposes.)

ARTICLE VII

One Faculty Association representative, as designated by the Association, from each of the campuses (Beatrice, Lincoln, and Milford) may attend a meeting of the Area Board of Governors during his or her normal duty hours without cost to the Association or the representative.

ARTICLE VIII

SALARY AND FRINGE BENEFITS

Section 1 - Health Insurance

Section 1 - The College will make available group health insurance coverage for the employees and dependents of employees.

The College will make a monthly health contribution toward the monthly premium for each employee. The contribution for the month of July will be $82.10 and will become $106.29 per month beginning in August and continuing for each month of the fiscal year.

The College will make a monthly health contribution toward the family coverage for those who elect family coverage. The contribution for the month of July will be $223.05 and will become $289.65 per month beginning in August and continuing for each month of the fiscal year.

Family dental coverage is available at an additional cost to the employee with the balance to be deducted from each appropriate member's paycheck.

Section 2 - Long Term Disability Insurance

The College will make available a group long term disability insurance program for members and will contribute the member coverage. The elimination period will be 60 days or the end of accumulated sick leave whichever is greater.

Section 3 - Retirement Plan

The College agrees to make available a group retirement plan (TIAA-CREF Retirement Plan) and will contribute an amount equal to member's contribution, but the College contribution shall not exceed 6%.

Section 4 - Life Insurance

The College agrees to make available a group term life insurance program and will pay the premium for each eligible employee for $30,000 term life insurance and $30,000 accidental death and dismemberment coverage.

Section 5 - Salary Plan

For the contract year 1989-90, members who were contracted for professional obligations during the 1988-89 contract year and retained for the 1989-90 contract year shall receive a salary increase determined and allocated as follows. Provided, however, any member placed on probation in writing prior to the date of execution of the agreement notwithstanding its effective date, shall not be entitled to such increase and shall instead receive such increase, if any, as determined by the College.

A. Basic Salary Increase

The basic salary increase shall be determined for members who were contracted for professional obligations during the 1988-89 contract year and retained for the 1989-90 contract year by multiplying $5.20 per day times the number of days the member will be contracted for, plus four and fifteen hundreths (4.15) percent of the member's 1988-89 base salary.

B. Equalization Adjustments

$50.00 per member times the number of members shall provide an amount of money to be available at the discretion of the College to equalize salaries among various members and among various departments within the College, if and when it appears that the members within the departments or various departments, as compared to each other, while possessing the same general qualifications, experience and training are not paid equal salaries. The amount need not be uniform.

All monies for equalization adjustments will be allocated by January 1, 1990.

Section 6 - Optional Cash Fringe Benefit for 1989-90

The College will provide a fringe benefit which gives each member who does not elect family health insurance coverage a cash option in lieu of health in the amount of $140.95 for July and will become $183.36 per month in August and continue for each month of the fiscal year.

Section 7 - Tuition Reimbursement

A member shall have the opportunity to be reimbursed for costs incurred for the completion of undergraduate or graduate credit courses from colleges or universities according to the following:

a. The courses must have prior approval of the Campus Director.

b. The course is in a formal program of study the member is pursuing and/or is job related or taken to maintain or improve job-related skills.

c. Eligibility for reimbursement extends to one course each enrollment term of the institution.

d. The member must provide verification of satisfactory completion at the "B" grade level or above or pass if course is taken as pass/fail.

e. Following satisfactory completion of a, b, c, and d above, the member shall be eligible for reimbursement of undergraduate courses in the amount of $25/semester credit hour and for graduate courses in the amount of $33/semester credit hour.

Section 8 - Safety Eye Wear

The College will reimburse members required to wear eye protective glasses up to $40.00 or the actual cost if less than $40.00. This will apply to each academic year.

Section 9 - Employee Assistance Program

The College will provide an employee assistance program and pay the premiums to provide coverage for members and their immediate families. Each individual is responsible for any cost if a referral is made to an additional facility or service.

Section 10 -Reimbursement Account

The College will make available a reimbursement amount for those employees who elect to participate. The reimbursement account is created to provide pre-tax deductions for health care deductions as specified under Section 213 (c) of the IRC, and work related dependent care expense meeting criteria specified in Section 129 of the IRC and related regulations. The reimbursement account will be operated on a calendar year basis.

SOUTHEAST COMMUNITY COLLEGE

Robert S Eulau 6-25-89
President Date

SOUTHEAST COMMUNITY COLLEGE
FACULTY ASSOCIATION

William C Delft 6-25-89
President Date

AGREEMENT FOR CONTRACT YEAR 1990-91

All articles and sections of the 1989-90 agreement as identified previously in this document shall apply as the 1990-91 agreement with the exception of Article VIII, Salary and Fringe Benefits, which is agreed to as follows.

ARTICLE VIII

SALARY AND FRINGE BENEFITS

Section 1 - Health Insurance

The College will make available group health insurance coverage for the employees and dependents of employees.

The College will make a monthly health contribution toward the monthly premium for each employee. The monthly health contribution will be an amount equal to the 1990-91 monthly premium for Blue Cross/Blue Shield.

The College will make a monthly health contribution toward the family coverage for those who elect family coverage. The monthly health contribution will be an amount equal to the 1990-91 monthly premium for Blue Cross/Blue Shield.

Family dental coverage is available at an additional cost to the employee with the balance to be deducted from each appropriate member's paycheck.

Section 2 - Long Term Disability Insurance

The College will make available a group long term disability insurance program for members and will contribute the member coverage. The elimination period will be 60 days or the end of accumulated sick leave whichever is greater.

Section 3 - Retirement Plan

The College agrees to make available a group retirement plan (TIAA-CREF Retirement Plan) and will contribute an amount equal to member's contribution, but the College contribution shall not exceed 6%.

Section 4 - Life Insurance

The College agrees to make available a group term life insurance program and will pay the premium for each eligible employee for $30,000 term life insurance and $30,000 accidental death and dismemberment coverage.

Section 5 - Salary Plan

For the contract year 1990-91, members who were contracted for professional obligations during the 1989-90 contract year and retained for the 1990-91 contract year shall receive a salary increase determined and allocated as follows. Provided, however, any member placed on probation in writing prior to the date of execution of the agreement notwithstanding its effective date, shall not be entitled to such increase and shall instead receive such increase, if any, as determined by the College.

A. Basic Salary Increase

The basic salary increase shall be determined for members who were contracted for professional obligations during the 1989-90 contract year and retained for the 1990-91 contract year by multiplying _____* per day times the number of days the member will be contracted for, plus _____** percent of the member's 1989-90 base salary.

*A daily rate factor in proportion to the 1989-90 daily rate factor that when combined with the percentage increase factor plus the equalization adjustment of $50 per member will equal a 8.25% salary increase over the 1989-90 salary increase.

**A percentage factor in proportion to the 1989-90 daily rate factor when combined with the daily rate increase factor plus the equalization adjustment of $50 per member will equal a 8.25% salary increase over the 1989-90 salary increase.

B. Equalization Adjustments

$50.00 per member times the number of members shall provide an amount of money to be available at the discretion of the College to equalize salaries among various members and among various departments within the College, if and when it appears that the members within the departments or various departments, as compared to each other, while possessing the same general qualifications, experience and training are not paid equal salaries. The amount need not be uniform.

All monies for equalization adjustments will be allocated by January 1, 1991.

Section 6 - Optional Cash Fringe Benefit for 1990-91

The College will provide a fringe benefit which gives each member who does not elect family health insurance coverage a cash option in lieu of health in the amount of $___*____.

*Amount to be based on the College's monthly health contribution for full family health.

Section 7 - Tuition Reimbursement

A member shall have the opportunity to be reimbursed for costs incurred for the completion of undergraduate or graduate credit courses from colleges or universities according to the following:

a. The courses must have prior approval of the Campus Director.

b. The course is in a formal program of study the member is pursuing and/or is job related or taken to maintain or improve job-related skills.

c. Eligibility for reimbursement extends to one course each enrollment term of the institution.

d. The member must provide verification of satisfactory completion at the "B" grade level or above or pass if course is taken as pass/fail.

e. Following satisfactory completion of a, b, c, and d above, the member shall be eligible for reimbursement of undergraduate courses in the amount of $25/semester credit hour and for graduate courses in the amount of $33/semester credit hour.

Section 8 - Safety Eye Wear

The College will reimburse members required to wear eye protective glasses up to $40.00 or the actual cost if less than $40.00. This will apply to each academic year.

Section 9 - Employee Assistance Program

The College will provide an employee assistance program and pay the premiums to provide coverage for members and their immediate families. Each individual is responsible for any cost if a referral is made to an additional facility or service.

Section 10 - Reimbursement Account

The College will make available a reimbursement amount for those employees who elect to participate. The reimbursement account is created to provide pre-tax deductions for health care

deductions as specified under Section 213 (c) of the IRC, and work related dependent care expense meeting criteria specified in Section 129 of the IRC and related regulations. The reimbursement account will be operated on a calendar year basis.

SOUTHEAST COMMUNITY COLLEGE

Robert S Enlow 6-25-89
President Date

SOUTHEAST COMMUNITY COLLEGE
FACULTY ASSOCIATION

William C Bell 6-25-89
President Date

ERIC Clearinghouse for Junior Colleges SEP 28 1990